

PETITION FOR SPECIAL HEARING

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Baltimore County Zoning Regulations, to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve continuation of a non-conforming use as to a restaurant and bar

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of the above Special Hearing advertising, posting, etc., upon filing of this Petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Legal Owner
Contract Purchaser:
PETE GULLIERO
(Type or Print Name)
Signature _____
Address _____
City and State _____
Attorney for Petitioner:
DAVID A. RODGERS
(Type or Print Name)
209 E. Fayette Street #21202
Baltimore, Md. 21202
City and State _____
Attorney's Telephone No.: 685-5100

Legal Owner(s)
Lokibe Corp., Inc.
(Type or Print Name)
Signature **Devel y Theodore, Pres**
(Type or Print Name)
Address **8723 Pulaski Hwy.**
Balto., Md. 21237
City and State _____
Name, address and phone number of legal owner, contract purchaser, or representative to be contacted _____
Name _____
Address _____
Phone No. _____

DATE **March 28, 1986**
BY **John P. [Signature]**
Zoning Commissioner of Baltimore County.

ORDERED By The Zoning Commissioner of Baltimore County, this 19th day of February, 1986, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 26th day of March, 1986, at 9:30 o'clock.

(over)

such additional premium, which shall be payable when billed, as additional rent, collectible in the same manner as the rents hereinabove provided for. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done in or about said premises, anything of a character so hazardous as to render it difficult, impracticable or impossible to secure such insurance in companies acceptable to the Landlord, and further, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting the insurance risk.

9. **MAINTENANCE AND REPAIR:** The Tenant will, during the term of this Lease maintain the Premises and appurtenances (including the plumbing, heating, electrical, and air conditioning systems thereof) in good order and condition and will make all necessary repairs and replacements thereto including repairs or replacements due to obsolescence or repairs or replacements of any damage caused by any waste, misuse or neglect of the Premises or its appurtenances by Tenants, its agents, servants, customers, or invitees, at Tenant's own expense, and including any repairs that may be required by the Liquor Board, Health Department, Fire Department or any other governmental agency or housing authority. The Tenant will also make all necessary repairs including painting and repairs and/or replacements of glass to the exterior walls of the Premises, after being notified in writing of the need for such repairs. Tenant will maintain and provide for snow removal from all sidewalks and areas adjacent to the Premises. Tenant will, at the expiration of the Lease term or at the sooner termination thereof by forfeiture or otherwise, deliver up the Premises in the same good order and condition as they were at the beginning of

Keep in Zoning File

THIS LEASE made this 19th day of June, 1984, by and between PETE GULLIERO and ROSE BOLLINO (hereinafter collectively called the "Landlord") and Lokibe Corporation, Inc., a body corporate of the State of Maryland, (hereinafter called the "Tenant").

WITNESSETH:

That the Landlord, for and in consideration of the payment of the rentals, and performance of the covenants and agreements hereinafter mentioned, demises and leases unto the Tenant and the latter does let from the former, the following described premises:

1. **LOCATION:** The entire one-story and basement, cinder block and formstone building consisting of a restaurant, cocktail lounge, kitchen, office and supply rooms, including parking facilities adjacent thereto, located at 8729 Pulaski Highway, Baltimore County, Maryland (hereinafter called "Premises").

2. **USE:** The Premises are to be used primarily as a restaurant and secondarily as a bar/package goods store and for no other purpose whatsoever without the written consent of the Landlord.

3. **TERM:** For the term of five (5) years commencing on the first day of May, 1984 and terminating at 12:01 a.m. on the thirtieth day of April, 1989 unless renewed in accordance with the Renewal Option as stated in Paragraph 5 below.

4. **RENT:** Tenant covenants and agrees to pay as rent during the term of this Lease in consecutive monthly installments due and payable in advance on the first day of each and every month in accordance with the following rate schedule:

	Per Year	Per Month
May 1, 1984 to April 30, 1985	\$21,600.00	\$1,800.00
May 1, 1985 to April 30, 1986	\$22,800.00	\$1,900.00
May 1, 1986 to April 30, 1987	\$24,000.00	\$2,000.00

the tenancy, reasonable wear and tear excepted. Tenant shall be charged with the protection of his own property, and in no event shall Landlord be liable for any damage to such property by reason of fire, other casualty or the elements, leakage of water or steam or the failure to make repairs required by Landlord hereunder. The Tenant does hereby acknowledge that he has inspected the Premises and he acknowledged that the Premises and all appurtenances thereto including the plumbing, heating, electrical and air conditioning systems are in good order and repair at the commencement of the lease term. The only maintenance and repair responsibilities of the Landlord shall be for the roof of the Premises and the roads and driveways leading up to the Premises. Tenant shall promptly notify the Landlord of the need for the repair and/or maintenance of the roof, roads, and driveways so that the Landlord may consider whether such maintenance and repairs are reasonably necessary.

10. **TENANT'S WARRANTIES:** Tenant warrants that it shall obey the following rules and regulations in connection with the operation of its business located on the Premises:

(a) No rock and roll or loud country music or similar loud music shall be permitted on the Premises. No music shall be permitted which tends to disturb the peace and quiet of the guests of the Motel Continental, a motel which is owned and operated by the Landlord and adjacent to the Premises.

(b) The Tenant shall trade under the name of The Blue Max. Tenant shall not be permitted to operate its business at the Premises under any other name without the express written consent of the Landlord.

(c) The Tenant is responsible for the actions of its patrons and shall endeavor to prevent the patrons who are not guests of the motel from trespassing on motel property.

	Per Year	Per Month
May 1, 1987 to April 30, 1988	\$26,400.00	\$2,200.00
May 1, 1988 to April 30, 1989	\$28,800.00	\$2,400.00

5. **RENEWAL OPTION:** Providing Tenant is not in Default under any of the terms, covenants and conditions of this Lease, Tenant shall have the option to renew the term of the Lease for one (1) additional five (5) year period by providing Landlord with written notice of its intention to exercise such option at least four (4) months prior to the expiration of the original term. All terms, covenants and conditions set forth herein with respect to the original term shall apply to any such renewal term; provided, however, that the rental as provided for in this Lease shall be adjusted at the commencement of the renewal term in that proportion which the Consumer Price Index (U.S. City Average) of the United States Bureau of Labor Statistics for the first month of the renewal term bears to the said Consumer Price Index (U.S. City Average) for the first full calendar month of the original term of this Lease, all such adjustments to be apportioned for fractional years; but in no event is the rental to be paid during any such renewal term to be less than the rent set forth in the chart below. Consumer Price Index (Rent) for All Urban Consumers in the Baltimore-Washington, D.C. - Virginia area (Index: 1957=100) as it may be amended from time to time.

	Per Year	Per Month
May 1, 1989 to April 30, 1990	\$31,200.00	\$2,600.00
May 1, 1990 to April 30, 1991	\$33,600.00	\$2,800.00
May 1, 1991 to April 30, 1992	\$36,000.00	\$3,000.00
May 1, 1992 to April 30, 1993	\$38,400.00	\$3,200.00
May 1, 1993 to April 30, 1994	\$40,800.00	\$3,400.00

Payable as above in consecutive monthly installments in advance on the first day of each and every month. In order to exercise said Renewal Option, Tenant must provide the Landlord One Hundred Twenty (120) days written advance notice prior to the expiration of the original term of the Lease.

6. **TAX ESCALATOR:** The Tenant shall pay to the Landlord, as additional rent, the amount of any increase in the real estate taxes (including any paving or other special assessments) levied against the premises over and above the amount of such taxes

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(d) The Tenant must operate a full service restaurant offering complete menus of Lunch and Dinner seven (7) days a week. The Tenant will occupy the Premises promptly in accordance with the terms of this Lease and will continue to occupy the Premises continuously during the term of this Lease and that it will continue in said Premises the business permitted under Paragraph 2, and will continuously, at all times during the term of this Lease, maintain a full stock of merchandise on the leased Premises and shall be open for business during all such hours as are recognized as normal and customary for restaurant and bar/package goods stores of this type.

(e) Operation of the bar/package goods store shall be subject to the terms of this Lease as well as the rules and regulations of the Liquor Board of Baltimore County.

(f) The Premises are to be kept clean inside and outside at all times. Grounds are to be cleaned every day.

(g) Snow and ice are to be kept clear from the Premises including sidewalks surrounding the premises at all times by the Tenant.

(h) The Tenant is to keep the steps around the building in good condition at all times.

11. **WATER BILL:** The parties recognize that there is only one meter for the billing of water use attributable to both the Motel Continental and the Premises. The parties agree to each pay fifty percent (50%) of the water bill which is billed for the use of 8729 - 8731 Pulaski Highway upon demand.

12. **WATER PUMP:** Within fifteen (15) days from the execution of this Lease, the Tenant shall supply and install, at its cost, a Water Pump of sufficient size and quality in the sole discretion of the Landlord for the Premises.

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levied for the fiscal tax year ending June 30, 1933, such payment to be made within thirty (30) days of receipt by the Tenant of a statement from the Landlord showing the amount of such increase, with appropriate supporting data. Proration of said payments by Tenant shall be made when necessary for the first or last year of this lease term.

7. **USE FEES; UTILITIES:** Tenant shall pay for all licenses, fees and charges arising out of his use of the Premises and all charges for minor privileges occasioned by the occupancy of the Tenant; the Tenant covenants to pay for all gas, electric current, heating fuel, water, sewer service and any other utilities used in or on the Premises during the lease term.

8. **USE: COMPLIANCE WITH REQUIREMENTS OF LAW AND INSURANCE:**

Tenant agrees to use the Premises in a clean, orderly, safe, sanitary and careful manner, and Tenant, at its sole cost and expense, shall comply promptly with all statutes, laws, ordinances, orders, regulations, notices and requirements of the Federal, State and local governments and any and all of their Departments and Bureaus (including but not limited to the Health Department, Liquor Board, Fire Department or any Housing Authority) and of the Board of Fire Underwriters served on Tenant or Landlord in relation to Tenant's use of the Premises for the correction, prevention and abatement of nuisances or violations and for the prevention of fires; the Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the Premises beyond the rate presently being paid for such fire or other insurance by the Landlord. Should any act of the Tenant so increase said rate, then, in addition to the rentals hereinabove provided for, the Tenant shall be liable for

13. **GUARANTORS' FINANCIAL STATEMENT:** The parties recognize that the Landlord has entered into this Lease with the Tenant, a Maryland Corporation since the principals of said corporation, namely Raymond Fuller, Louis Theodore and Beverly Theodore, his wife, have agreed to execute a Guaranty of the Tenant's obligations of this Lease contemporaneously with the execution of this Lease. The Tenant recognizes that the Landlord has relied upon the Financial Statements of said Guarantors which are attached to this Lease and labeled Exhibit A and B in connection with the Landlord's decision to lease to the Tenant. The Tenant warrants that said Financial Statements are true and accurate.

14. **LIQUOR LICENSE:** The Tenant shall continue to utilize a Class D, Beer, Wine and Liquor License issued by the Liquor Board of Baltimore County during the term of this Lease as long as permitted to do so by the Liquor Board of Baltimore County. The Tenant shall not be permitted to move the Liquor License from the Premises at any time without the express written permission of the Landlord.

15. **ALTERATIONS:** Tenant further covenants that he will at no time or times, make any alterations or changes of any kind to the Premises, without first securing the written consent of the Landlord, after submission of the plans therefor, and any such alterations or changes as shall be permitted in writing shall be made at Tenant's expense, and will, at the expiration of the term, or sooner termination thereof, become the property of the Landlord; or, at the Landlord's option, the Premises shall be restored to their former condition at the expense of the Tenant. The Tenant will, in making any such repairs, fully comply with all national and state laws, city codes and ordinances and regulations of public authority, as well as the requirements of the Association of Fire Underwriters, or similar governing insurance body, all at Tenant's expense. Tenant covenants that

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no liens shall attach to the Premises by virtue of any alterations or changes made by Tenant, and that if any such lien is filed Tenant will cause the same to be removed within thirty (30) days.

16. SUBLETTING OR ASSIGNMENT: Tenant shall not assign this Lease in whole or in part, nor sublet all or part of the Premises without the prior written consent of the Landlord first obtained which consent shall not be unreasonably withheld by Landlord. Any lawful levy or sale on execution or other legal process and also any assignment or sale in bankruptcy or insolvency or under any compulsory procedure, or the appointment of a Receiver by a State or Federal Court, shall be classed as an assignment within the meaning of this Lease. Any subletting or assignment without the written consent of the Landlord first obtained, shall, at the option of the Landlord, be deemed a default under this Lease.

17. SIGNS: The Tenant covenants that he will not place or permit any signs, lights, awnings, or poles in or about the Premises without the written permission of the Landlord, and, in the event that said permission is given, the Tenant agrees to pay any minor privilege or other tax therefor. Tenant further covenants that he will not paint or make any change in or on the outside of the Premises without the permission of the Landlord in writing. Tenant agrees that he will do nothing on the outside of the Premises to change the architecture, paint or appearance of the Premises without the permission of the Landlord in writing.

18. LANDLORD'S WARRANTIES: The Tenant does hereby acknowledge and affirm that the Landlord has made no warranties or representations to Tenant with regard to the applicable zoning, housing or other use restrictions, regulations, rules, statutes, or laws and Tenant does hereby specifically acknowledge that Landlord has made no warranties or representations that the

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written notice to that effect.

26. DEFAULT: Tenant covenants that if any one or more of the rents hereby stipulated to be paid shall at any time during the Lease be more than five (5) days in arrears, or if Tenant shall default in performing or otherwise breach any of the covenants, conditions and agreements herein contained, then the tenancy hereunder shall at once and without notice of any kind, terminate and the said Landlord shall become and be entitled to immediate possession of the Premises, provided Landlord shall so elect but not otherwise. Landlord shall thereupon immediately have full right of re-entry upon the Premises, by force or otherwise, if permitted by the applicable law now or then in force, or otherwise, and without formal notice or demand, and without liability of any kind; also to re-let the Premises as the agent of Tenant for any unexpired balance of the lease term and collect the rent therefor. In the event of such re-letting by Landlord, as agent of Tenant, the re-letting shall be on such terms, conditions and rental as the Landlord may deem proper, and the proceeds that may be collected from the same, less the expense of re-letting, including reasonable leasing fees and commissions and reasonable costs of renovating the Premises shall be applied upon the rental to be paid by Tenant, and Tenant shall be liable for any balance that may be due under this Lease. Such re-letting shall not operate as a termination of this Lease, nor as a waiver or postponement of any right of Landlord against Tenant. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. To the extent permitted by law, Tenant hereby expressly waives any and all rights of redemption, granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause or in the event of Landlord obtaining possession of

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Premises may be used for a restaurant, coffee shop and/or bar/package goods store.

19. TENANT'S FAILURE TO REPAIR: In the event that Tenant fails, after five (5) days written notice from Landlord, to keep the Premises in a good state of condition and repair or commence and continuously make required repairs and replacements or to do any act or make any payment required under this Lease or otherwise fail to comply herewith, Landlord may, at its option (but without being obliged to do so), enter upon the Premises at all reasonable hours to make such repairs and replacements or do any act or make any payment or compliance which Tenant has failed to do, and upon demand, Tenant shall reimburse Landlord for any such expense incurred by Landlord. Any monies expended by Landlord, as aforesaid, shall be deemed additional rent, collectible as such by Landlord. All rights given to Landlord in this section shall be in addition to any other right or remedy of Landlord herein contained.

20. INSPECTION OF PREMISES: Tenant will permit Landlord, its agents, contractors and/or employees to enter upon the Premises and all parts during reasonable business hours to inspect the same and to enforce or carry out any provision of this Lease.

21. TRADE FIXTURES: Tenant shall have the right to remove any trade fixtures installed by Tenant provided Tenant shall not be in default of any term, covenant or condition of this Lease at the time of such removal and further provided that Tenant shall be responsible for the repair of any damages caused by the removal thereof.

22. INDEMNITY; LIABILITY INSURANCE: Tenant covenants and agrees that it shall absolutely and irrevocably indemnify and hold harmless Landlord from and against any and all losses, liability,

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the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

27. SECURITY DEPOSIT: Landlord hereby acknowledges receipt from Tenant of the sum of ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) to be held by the Landlord as collateral security for the payment of any rentals or any or all other sums of money for which Tenant shall or may become liable to Landlord under this Lease, and for the faithful performance by Tenant of all other covenants and agreements on its part to be performed under this Lease, or any renewal thereof, if this Lease is renewed. In the meantime, Landlord shall be entitled to retain such security deposit without obligation to pay interest thereon and may comele such deposit with its own funds. Said security deposit (if not sooner applied by Landlord in accordance with the foregoing provisions) shall be returned by the Landlord to the Tenant when the Premises are surrendered at the termination of this Lease, and accepted by the Landlord, if this Lease is not renewed.

28. NO WAIVERS: The failure of the Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, or such covenant or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rent with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

29. BANKRUPTCY, RECEIVERSHIP, ETC.: In the event of the appointment of a receiver or trustee for the Tenant or either of the Guarantors in any legal proceedings instituted by or against it or either of them under Bankruptcy Act or similar acts, if the appointment of such receiver or such trustee is not

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obligations, liens, encumbrances, damages, causes of action, suits, claims, judgments, costs and expenses of any kind or nature whatsoever arising from injury to person, or property on the Premises or upon the adjoining sidewalks and/or alleyways, which arise from any default hereunder or any act, failure to act or negligence of Tenant, the agents, representatives or employees of Tenant, or persons permitted on the Premises by Tenant or any other reason whatsoever other than the willful acts of Landlord, his agents or employees. Without limiting the generality of the foregoing, Tenant hereby agrees to keep in full force and effect a policy of public liability and property damage insurance, naming Landlord as an insured, with respect to the Premises and the business of Tenant, in, or, within, from or connected with the Premises pursuant to which the limits of public liability shall be Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence, and in which the limit of liability for damage to property shall be Two Hundred Fifty Thousand Dollars (\$250,000.00). The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days prior written notice. The insurance shall be carried with an insurance company approved by Landlord, and a certificate of insurance shall be delivered to Landlord at the inception of each policy and renewal thereof.

23. DESTRUCTION - FIRE OR OTHER CASUALTY: In the event the Premises are damaged by fire, storm, or unavoidable accident or other occurrences, but are not thereby rendered untenantable in whole or in part, Landlord shall promptly cause such damage to be repaired and the rent shall not be abated; that if by reason of any of the aforesaid causes, the Premises shall be rendered untenantable only in part, Landlord shall promptly cause such damage to be repaired and the rent meanwhile shall be

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vacated within thirty (30) days, or upon the adjudication in bankruptcy of the Tenant, whether upon voluntary or involuntary proceedings, then any of the said events shall be deemed to constitute a breach of this Lease and thereupon, without entry or other action by the Landlord, this Lease shall become and be terminated and such termination shall be taken, for all purposes, as having occurred at the date of the appointment of such receiver or trustee or at the date of the adjudication in bankruptcy; and notwithstanding any other provision of this Lease, the Landlord shall, upon such termination and as of such date, be entitled to recover, as liquidated damages, an amount equal to the difference between the then present fair value of the remaining rent due under this Lease for the balance of the term and the then present fair rental value of the premises for the balance of the term.

30. NOTICES: All notices, demands and other communications which may be or are required to be given hereunder or with respect hereto shall be in writing and shall be deemed given when mailed, postage prepaid, by certified mail, return receipt requested, addressed to the party being notified at the following addresses, or at such other address as a party may designate hereafter by written notice to the other parties:

TENANT: LoKibe Corporation, Inc.
8729 Pulaski Highway
Baltimore, Maryland 21237

LANDLORD: Rose Bollino
Motel Continental
8731 Pulaski Highway
Baltimore, Maryland 21237

31. CAPTIONS: All headings anywhere contained in this Lease are intended for the convenience of reference only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

32. SUCCESSORS AND ASSIGNS: The covenants, conditions,

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proportionately abated. And if the Premises are damaged by any of the aforesaid causes to such an extent as to render the same wholly untenantable, then this Lease shall thereupon become null and void and all liability of the Tenant shall terminate upon payment of all rent due and payable to the date of such happening. Notwithstanding the above, the Landlord shall not be required to expend any funds to repair the Premises in excess of insurance proceeds, if any, received as a result of such occurrences.

24. CONDEMNATION: If the Premises shall be acquired or condemned by eminent domain proceedings for any public or quasi-public use or purpose, then, in that event, the term of this Lease shall cease and terminate from the date of title vesting by reason of such proceedings or agreement. In the event of termination hereunder, Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. Tenant shall have no claim against Landlord, other than the adjustment of rent paid in advance nor shall Tenant be entitled to any portion or any amount that may be awarded as damages or paid as a result of such proceedings or as the result of any agreement by the condemning authority with the Landlord.

25. HOLD OVER: If the Tenant shall occupy the Premises after the expiration of this Lease and the rent is accepted from the Tenant, such occupancy and payment shall be construed as an extension of this Lease for the term of one (1) month only from the date of such expiration, and occupancy and payment thereafter shall operate to extend the term of this Lease for but one (1) month at a time unless other terms of such extension are endorsed in writing and signed by the parties hereto. In such event if either Landlord or Tenant desires to terminate such occupancy at the end of any month after the termination of this Lease, the party so desiring to terminate the same shall give the other party at least thirty (30) days

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and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives and, except as otherwise provided in this Lease, their assigns. All references made, and all names and pronouns used herein, shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

33. TIME OF ESSENCE: Time is of the essence of this Lease.

IN WITNESS WHEREOF, landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

WITNESS:

PETE GUERRIERO

BY: Rose Bollino
ROSE BOLLINO, AS HIS
ATTORNEY IN FACT

Rose Bollino
ROSE BOLLINO

"Landlord"

LoKibe CORPORATION, INC.

BY: Beverly Theodore, Pres.

"Tenant"

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STATE OF MARYLAND, BALTIMORE

to wit:
I HEREBY CERTIFY that on this day of June, 1984, before me, the subscriber, a Notary Public in and for the State of Maryland personally appeared PETE GUERRIERO BY ROSE BOLLINO AS HIS ATTORNEY IN FACT and ROSE BOLLINO, the above-named Landlords, who acknowledged that she executed the foregoing Lease for the purposes therein contained by signing her name.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

My Commission Expires:
July 1, 1986

STATE OF MARYLAND, BALTIMORE

to wit:
I HEREBY CERTIFY that on this 19 day of June, 1984, before me, the subscriber, a Notary Public in and for the State of Maryland personally appeared BEVERLY THEODORE, who acknowledged herself to be the President of LoKibe Corporation, Inc., a Maryland Corporation and that as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

My Commission Expires:
July 1, 1986

PETITION FOR SPECIAL HEARING
15th Election District

LOCATION: East Side of Pulaski Highway, 415 feet Southwest of the Centerline of Race Road

DATE AND TIME: Wednesday, March 26, 1986, at 9:30 a.m.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Special Hearing for continuance of a nonconforming use as to a restaurant and bar

Being the property of Pete Guerriero, as shown on plat plan filed with the Zoning Office.

In the event that this Petition(s) is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.

BY ORDER OF
ARNOLD J. BLON
ZONING COMMISSIONER
OF BALTIMORE COUNTY

DESCRIPTION TO ACCOMPANY ZONING PLAT OF GUERRIERO PROPERTY

Beginning for the same at a pipe 5.4' southwest from the intersection of the southeast side of Pulaski Highway as shown on State Roads Commission of Maryland Right-of-Way Plat #1364 and the center line of Race Road, thence south 44 degrees, 55 minutes, 27 seconds west 321.59 feet, thence south 45 degrees, 04 minutes, 33 seconds east 40.00 feet, thence south 44 degrees, 55 minutes, 27 seconds west 105.00 feet to the bed of Stemmers Run, thence in the bed of Stemmers Run south 48 degrees, 12 minutes, 39 seconds 210.33 feet, south 66 degrees, 28 minutes, 33 seconds, 84.12 feet, south 20 degrees, 15 minutes, 33 seconds east 46.80 feet, south 38 degrees, 07 minutes, 27 seconds west 58.30 feet, south 74 degrees, 03 minutes, 27 seconds west 85.00 feet, south 16 degrees, 24 minutes, 33 seconds east 45.26 feet to the north-west right-of-way line of the B. & O. Railroad 138 feet wide, thence binding on said northwest right-of-way line north 47 degrees, 23 minutes, 07 seconds east 480.25 feet, thence leaving said railroad north 35 degrees, 07 minutes, 33 seconds, west 485.73 feet to the point of beginning.

Containing 4.283 acres of land, more or less.

RE: PETITION FOR SPECIAL HEARING : BEFORE THE ZONING COMMISSIONER
E/S Pulaski Hwy., 415' SW of : OF BALTIMORE COUNTY
C/L of Race Rd., 15th Dist.
PETE GUERRIERO, Petitioner : Case No. 86-368-SPH

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel for Baltimore County

Peter Max Zimmerman
Peter Max Zimmerman
Deputy People's Counsel
Room 223, Court House
Towson, Maryland 21204
494-2188

I HEREBY CERTIFY that on this 3rd day of March, 1986, a copy of the foregoing Entry of Appearance was mailed to David A. Rodgers, Esquire, 209 E. Fayette St., Baltimore, MD 21202, Attorney for Petitioner; and Beverly Theodore, President, Likibe Corporation, Inc., 8729 Pulaski Hwy., Baltimore, MD 21237, Lessee.

Peter Max Zimmerman
Peter Max Zimmerman

IN RE: PETITION SPECIAL HEARING
E/S of Pulaski Highway, 415'
SW of the centerline of Race
Road - 15th Election District
Pete Guerriero,
Petitioner
BEFORE THE
ZONING COMMISSIONER
OF BALTIMORE COUNTY
Case No. 86-368-SPH

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Petitioner herein requests confirmation of a nonconforming use for a bar (lounge) and restaurant, as more particularly described on Petitioner's Exhibit 1.

The Petitioner, by Lokibe Corporation, Inc., the long-term Lessee, represented by its President, Beverly Theodore, appeared and testified and was represented by Counsel, Ramon Palmer, a former owner, testified on behalf of the Petitioner. There were no Protestants.

Testimony indicated that the bar and restaurant, located on Pulaski Highway near Rossville Boulevard and zoned M.L., has been in existence since at least 1960. Mr. Palmer, who purchased the business in 1978 and sold it in 1984 to the Lessee herein, testified that he has personal knowledge of the continuous existence of the subject business in the same building that has been used since he first began visiting the site in 1960.

The property was zoned B.L. in 1960 and the zoning was changed to M.L. A restaurant and tavern are permitted as of right in a B.L. Zone.

The Petitioner seeks relief from Section 104.1, pursuant to Section 500.2 of Baltimore County Zoning Regulations (BCZR).

The uncontroverted testimony, which was amply supported, conclusively indicates that the property has been used continuously and without interruption



BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353

ARNOLD J. BLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

March 13, 1986

David A. Rodgers, Esquire
209 East Fayette Street
Baltimore, Maryland 21202

RE: PETITION FOR SPECIAL HEARING
E/S Pulaski Highway, 415' SW of the c/l
of Race Rd.
15th Election District
Pete Guerriero - Petitioner
Case No. 86-368-SPH

Dear Mr. Rodgers:

This is to advise you that \$48.65 is due for advertising and posting of the above property. This fee must be paid before an Order is issued.

THIS FEE MUST BE PAID AND THE ZONING SIGN AND POST RETURNED ON THE DAY OF THE HEARING OR THE ORDER SHALL NOT BE ISSUED.

Do not remove sign from property from the time it is placed by this office until the day of the hearing itself.

Please make the check payable to Baltimore County, Maryland, and remit building, Towson, Maryland

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 018559

DATE 4/1/86 ACCOUNT 41-1-15-000

SIGN RETURNED 4/1/86
NO POST INVOLVED AMOUNT \$ 48.65

RECEIVED FROM: Separate Restaurant

FOR: Advertising & Posting re Case #86-368-SPH

B 8105*****4255a 001af

VALIDATION FOR SIGNATURE OF CARRIER

as a bar (lounge) and restaurant since at least 1960. After due consideration of the testimony and evidence presented, it is clear that a nonconforming use exists.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the approval prayed for should be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 28th day of March, 1986, that a nonconforming use for a bar (lounge) and restaurant be approved and, as such, the Petition for Special Hearing is hereby GRANTED from and after the date of this Order.

Zoning Commissioner of
Baltimore County

AJ/srl

cc: David A. Rodgers, Esquire
People's Counsel

- 2 -

David A. Rodgers, Esquire
209 East Fayette Street
Baltimore, Maryland 21202

February 21, 1986

NOTICE OF HEARING

RE: PETITION FOR SPECIAL HEARING
E/S Pulaski Highway, 415' SW of the c/l of Race Rd.
15th Election District
Pete Guerriero - Petitioner
Case No. 86-368-SPH

TIME: 9:30 a.m.

DATE: Wednesday, March 26, 1986

PLACE: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

Zoning Commissioner
of Baltimore County

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 016145

DATE 12/6/85 ACCOUNT 01-615-000

AMOUNT \$ 100.00

RECEIVED FROM: RTR Land Services Inc.

SPH #230

FOR: 8117*****100001a 011af

VALIDATION FOR SIGNATURE OF CARRIER

March 6, 1986

Zoning Commissioner of
Baltimore County
111 W. Chesapeake Avenue
Towson, Maryland 21204

Re: Petition for Special Hearing
East side/Pulaski Highway
415 S.W. of the C.L. of Race Road,
15th Election District
Case No: 86-368-SPH

I, Pete Guerriero do acknowledge that Lokibe, Inc.,
is a tenant pursuant to a lease executed between them and
myself. In addition, I am aware of the Petition for Special
Hearing being filed in the above-captioned case and do hereby
consent as property owner.

In addition, if present, I would also be able to
testify that there has been a bar at that location since
1971.

Pete Guerriero
Pete Guerriero

**PETITIONER'S
EXHIBIT 2**

February 6, 1986

From W. L. Stealey

RE: 86-368-SPH

Arrived at site to post sign, while
himself a Pete Guerriero, owner of
going on. He was informed sign was
special hearing by the Zoning Departa
told me he did not know of any reques
indicated he did not want the sign po
Zoning office to clarify the situatio
petition was made by a Beverly Theodo
restaurant and bar on site to be post
me to contact his tenants to determin
Spoke to Mr. Theodore, informed him of the owners concern. He said
he would have his attorney contact the owner of property to clear up
the matter.

Informed Mr. Guerriero of my contact with tenant and then removed
the sign. Will hold sign in my possession until matter is cleared up.

W. Stealey - 3/6/86

*3/6/86. Re Tele conv.
He (Mr. Stealey) informed
in contact with the
owners att. He thinks
that the owner was caught
off guard and it will
be straightened out.*

*He thinks the owner
could post the sign
on the Bldg but will
try to get permission to
post it by road - He
has until Mar. 11th
15 days before hearing.*

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner
Date: March 10, 1986
Norman E. Gerber, AICP, Director
FROM: Office of Planning and Zoning
Suject: Zoning Petitions No. 86-367-SPH, 86-364-SPH, 86-366-SPH, 86-368-SPH
and 86-369-SPH

In view of the subject of these petitions, this office offers
no comment.

NEG:JGH:slm

Norman E. Gerber
Norman E. Gerber, AICP
Director

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

February 27, 1986

COUNTY OFFICE BLDG.
111 W. Chesapeake Ave.
Towson, Maryland 21204

David A. Rodgers, Esquire
209 East Fayette Street
Baltimore, Maryland 21202

000

MEMBERS
Bureau of
Engineering
Department of
Traffic Engineering
State Roads Commission
Bureau of
Fire Prevention
Health Department
Project Planning
Building Department
Board of Education
Zoning Administration
Industrial
Development

RE: Item No. 230 - Case No. 86-368-SPH
Petitioner - Pete Guerriero
Special Hearing Petition

Dear Mr. Rodgers:

The Zoning Plans Advisory Committee has reviewed the plans sub-
mitted with the above-referenced petition. The following comments
are not intended to indicate the appropriateness of the zoning action
requested, but to assure that all parties are made aware of plans or
problems with regard to the development plans that may have a bearing
on this case. The Director of Planning may file a written report with
the Zoning Commissioner with recommendations as to the suitability of
the requested zoning.

Enclosed are all comments submitted from the members of the
Committee at this time that offer or request information on your
petition. If similar comments from the remaining members are received,
I will forward them to you. Otherwise, any comment that is not infor-
mative will be placed in the hearing file. This petition was accepted
for filing on the date of the enclosed filing certificate and a hearing
scheduled accordingly.

Very truly yours,

James E. Dyer
JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:nrc

Enclosures



Maryland Department of Transportation

State Highway Administration

William K. Hoffmann
Secretary
Hal Kassoff
Administrator

December 23, 1985

Mr. A. Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Attention: James Dyer

Re: ZAC meeting of 12-17-85
ITEM: #230.
Property Owner: Pete Guerriero
Location: SE/S Pulaski Highway
415' SW from centerline Race Road
Existing Zoning: M.L.-C.S.1
Proposed Zoning: Special Hearing
to approve continuance of a non-
conforming use as a restaurant
and bar
Acres: 4.283 acres
District: 15th Election District

Dear Mr. Jablon:

On review of the submittal of 11-14-85 for non-conforming
use, the State Highway Administration finds all access to the
site by way of Pulaski Highway, Route 40-E, generally acceptable.

Very truly yours,

Charles Lee
Charles Lee, Chief
Bureau of Engineering
Access Permits

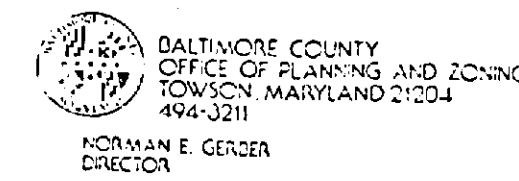
CL:GW:maw

By: George Wittman

cc: Mr. J. Ogle

My telephone number is (301) 659-1350

Teletypewriter for Impaired Hearing or Speech
303-7665 Baltimore Metro - 365-0451 D.C. Metro - 1-800-442-5062 Statewide Toll Free
P.O. Box 717 North Calver St., Baltimore, Maryland 21203 - 0717



Mr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

March 3, 1986

Re: Zoning Advisory Meeting of December 17, 1985
Item # 230
Property Owner: Pete Guerriero (Lokibe Corp. Lessee)
Location: SE/S Pulaski Hwy, 415' SW from E. Race Rd.

Dear Mr. Jablon:

The Division of Current Planning and Development has reviewed the subject
petition and offers the following comments. The items checked below are
applicable.

- ☒ There are no site planning factors requiring comment.
- ☒ A County Review Group Meeting is required.
- ☒ A County Review Group Meeting was held and the minutes will be
forwarded by the Bureau of Public Services.
- ☒ This site is part of a larger tract; therefore it is defined as a
subdivision. The plan must show the entire tract.
- ☒ A record plat will be required and must be recorded prior
to issuance of a building permit.
- ☒ The circulation on this site is not satisfactory.
- ☒ The parking arrangement is not satisfactory.
- ☒ Parking calculations must be shown on the plan.
- ☒ This property contains soils which are defined as wetlands, and
development on these soils is prohibited.
- ☒ Construction in or alteration of the floodplain is prohibited
under the provisions of Section 22-98 of the Development
Regulations.
- ☒ Development of this site may constitute a potential conflict with
the Baltimore County Master Plan.
- ☒ The amended Development Plan was approved by the Planning Board
on _____.
- ☒ Landscaping must comply with Baltimore County Landscape Manual.
The property is located in a deficient service area as defined by
Bill 178-79. No building permit may be issued until a Reserve
Capacity Use Certificate has been issued. The deficient service
is _____.
- ☒ The property is located in a traffic area controlled by a "T" level
intersection as defined by Bill 179-79, and its conditions change
are re-evaluated annually by the County Council.
- ☒ Additional comments: _____

**ANY FUTURE EXPANSION OF SITE MUST
COMPLY TO ALL APPLICABLE COUNTY REGULATIONS
AND STANDARDS**

cc: James Hossell

Eugene A. Sobor
Chief, Current Planning and Development



BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON, MARYLAND 21204-2586
494-4500

PAUL H. REINCKE
CHIEF

December 18, 1985

Mr. Arnold Jablon
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204
Attention: Nick Commodari, Chairman
Zoning Plans Advisory Committee

RE: Property Owner: Pete Guerriero (Lokibe Corp. Lessee)

Location: SE/S Pulaski Highway, 415' SW from centerline Race Road

Item No.: 230 Zoning Agenda: Meeting of December 17, 1985

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this
Bureau and the comments below marked with an "X" are applicable and required
to be corrected or incorporated into the final plans for the property.

- ☐ 1. Fire hydrants for the referenced property are required and shall be
located at intervals or _____ feet along an approved road in
accordance with Baltimore County Standards as published by the
Department of Public Works.

- ☐ 2. A second means of vehicle access is required for the site.

- ☐ 3. The vehicle dead end condition shown at _____

EXCEEDS the maximum allowed by the Fire Department.

- ☐ 4. The site shall be made to comply with all applicable parts of the
Fire Prevention Code prior to occupancy or beginning of operation.

- ☒ 5. The buildings and structures existing or proposed on the site shall
comply with all applicable requirements of the National Fire Protection
Association Standard No. 101 "Life Safety Code", 1976 edition prior
to occupancy.

- ☐ 6. Site plans are approved, as drawn.

- ☐ 7. The Fire Prevention Bureau has no comments at this time.

REVIEWER: *[Signature]* Noted and Approved: *[Signature]*
Planning Group Fire Prevention Bureau
Special Inspection Division

/mb



BALTIMORE COUNTY
DEPARTMENT OF PERMITS & LICENSES
TOWSON, MARYLAND 21204
494-3610

January 16, 1986

TED ZALESKI, JR.
DIRECTOR

Mr. Arnold Jablon, Zoning Commissioner
Office of Planning and Zoning
Towson, Maryland 21204

Dear Mr. Jablon:

Comments on Item # 230 Zoning Advisory Committee Meeting are as follows:

Property Owner: Pete Guerriero (Lokibe Corp. Lessee)
Location: SE/S Pulaski Highway, 415' SW from E. Race Road
District: 15th.

APPLICABLE STANDARDS ARE CHECKED:

- ☒ All structures shall conform to the Baltimore County Building Code as adopted by Council Bill #17-85,
the Maryland Code for the Landscaped and Aged (A.L.S.I. #17-1 - 1985) and other applicable Codes and Standards.
- ☒ A building and other miscellaneous permits shall be required before the start of any construction.
- ☐ Residential: Two sets of construction drawings are required to file a permit application. The seal of a
registered in Maryland Architect or Engineer is/is not required on plans and technical data.
- ☐ Commercial: Three sets of construction drawings sealed and signed by a registered in Maryland Architect
or Engineer shall be required to file with a permit application. Reproduced seals are not acceptable.
- ☐ All One Group except 3-4 Single Family Detached Dwellings require a minimum of 1 hour fire rating for
exterior walls closer than 6'-0" to an interior lot line. Two Group require a one hour wall if closer
than 3'-0" to an interior lot line. Any wall built on an interior lot line shall require a fire or party
wall. See Table 101, Section 107, Section 106.1 and Table 102. No openings are permitted in an
exterior wall within 3'-0" of an interior lot line.
- ☐ The structure does not appear to comply with Table 505 for permissible height/area. Apply to the requested
variance by this office cannot be considered until the necessary data pertaining to height/area and
construction type is provided. See Table 101 and 505 and have your Architect/Engineer contact this department.
- ☐ The requested variance appears to conflict with Section(s) _____ of the Baltimore
County Building Code.
- ☐ When filing for a required Change of Use/Occupancy Permit, an alteration permit application shall also
be filed along with three sets of acceptable construction plans indicating how the existing structure is
to be altered in order to comply with the Code requirements for the new use. Maryland Architectural or
Engineer seals are usually required. The change of Use Groups are from Use _____ to Use _____, or
to Mixed Use. See Section 312 of the Building Code.
- ☐ The proposed project appears to be located in a Flood Plain, Flood/Riverine. Please see the attached
copy of Section 516.0 of the Building Code as adopted by Bill #17-85. Site plans shall show the correct
elevations above sea level for the lot and the finished floor levels including basement.

- ☒ Comments: If the structure legally existed as a restaurant under previous Codes,
Section 103.2 would be applicable. If not, then the whole structure would
be required to comply with the existing code. Alteration permits, possibly
change of occupancy permits, etc. would be required. As it exists, any exiting
change of occupancy permits, etc. would be required.
- ☐ These abbreviated comments reflect only on the information provided by the drawings submitted to the Office of
Planning and Zoning and are not intended to be construed as the full extent of any permit. If desired safety
the applicant may obtain additional information by visiting Room 127 of the County Office Building at 111 problems
in Chesapeake Avenue, Towson, Maryland 21204.

[Signature]
By: C. E. Burman, Chief
Building Plans Bureau

L/27/86

JAN 7 1987

PLAT TO ACCOMPANY
PETITION FOR SPECIAL
HEARING FOR RETENTION
OF NON CONFORMING USE
EXISTING ZONING - ML-CS-1
GUERRIERO PROPERTY
15TH ELECTION DISTRICT
BALTIMORE COUNTY, MD.

SCALE: 1" = 50'
DATE: NOVEMBER 14, 1985

Prepared by: R&R Land Services, Inc.
P.O. Box 10824
BALTO MD. 21234
PH. 592-6937

PETITIONER'S
EXHIBIT 1

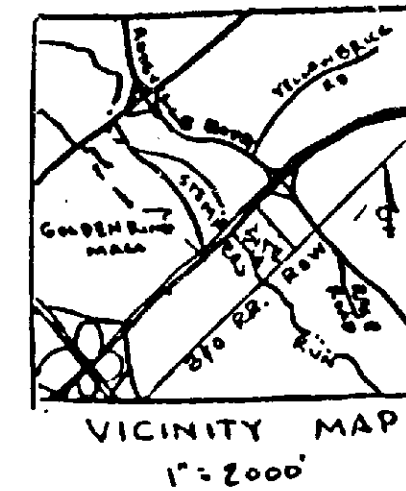
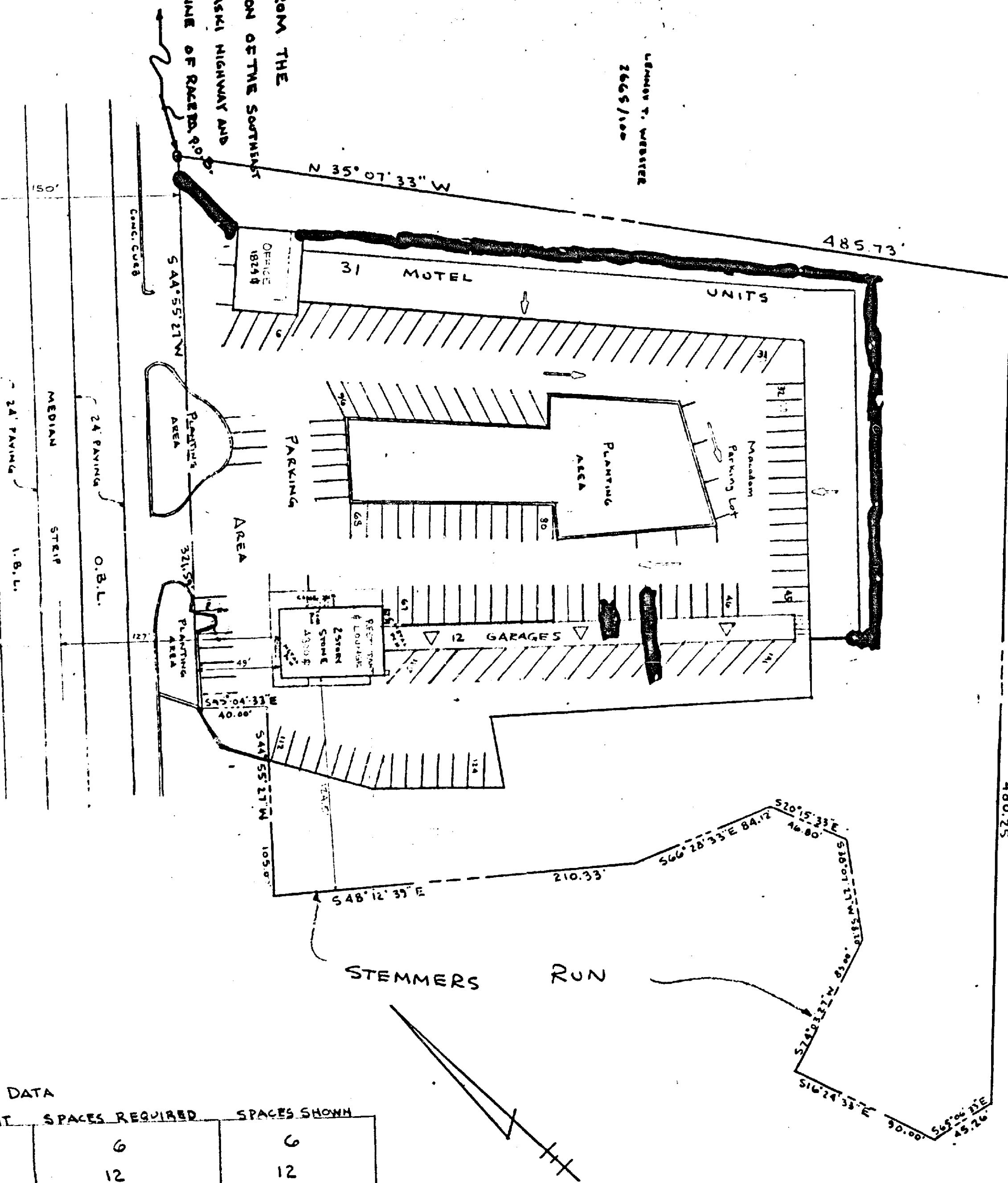
DEED REFERENCE:
PETE GUERRIERO
LIBER 5988, FOLIO 281

PETITIONER:
BEVERLY THEODORE
C/O LOKIBE INC.
8729 PULASKI HWY.
BALTO., MD. 21237
PH. 686-8033

EXISTING USE		PARKING DATA		REQUIREMENT		SPACES REQUIRED		SPACES SHOWN	
EXISTING USE	S.F.	EXISTING USE	S.F.	REQUIREMENT	S.F.	REQUIREMENT	SPACES REQUIRED	SPACES SHOWN	S.F.
OFFICE	1824	OFFICE	1824	1 SPACE/300	6	1 SPACE/300	6	6	6
GARAGES		GARAGES		1 SPACE EACH	12	1 SPACE EACH	12	12	12
MOTEL UNITS		MOTEL UNITS		1 SPACE EACH	31	1 SPACE EACH	31	31	31
LOUNGE/RESTAURANT	4800	LOUNGE/RESTAURANT	4800	1 SPACE/50	96	1 SPACE/50	96	92	92
TOTAL		TOTAL			145		145	141	141

230

PULASKI HIGHWAY (U.S. RTE. 40) 150' R.O.W.
STATE ROADS COMMISSION OF MARYLAND RECORD MAP #1364



Petition For Special Hearing

15th Election District
LOCATION: East side of Pulaski Highway, 415 feet Southwest of the Centerline of Race Road
DATE AND TIME: Wednesday, March 28, 1986 at 9:30 a.m.
PUBLIC HEARING: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland.
The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing: Petition for Special Hearing for continuance of a nonconforming use as to a restaurant and bar.
Being the property of Pete Guerriero as shown on the plat filed with the Zoning Office.
In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.
BY ORDER OF
Arnold Jablon
Zoning Commissioner
Of Baltimore County

The Times

Middle River, Md., March 6, 1986
This is to Certify, That the annexed
was inserted in The Times, a newspaper printed and published in Baltimore County, once in each of _____ successive weeks before the _____ day of _____, 1986
James E. Dyer
Publisher.

CERTIFICATE OF PUBLICATION

TOWSON, MD., March 6, 1986
THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on March 6, 1986.

THE JEFFERSONIAN,
J.B. Venetian
Publisher

Cost of Advertising
22.00

Case No. 86-368-SPH

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your petition has been received and accepted for filing this 19th day of February, 1986.

Arnold Jablon
Zoning Commissioner

Petitioner: Pete Guerriero
Petitioner's Attorney: David A. Rodgers, Esq.

Received by: James E. Dyer
Chairman, Zoning Plans Advisory Committee

PETITION FOR SPECIAL HEARING

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Baltimore County Zoning Regulations, to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve continuation of a non-conforming use as to a restaurant and bar

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of the above Special Hearing advertising, posting, etc., upon filing of this Petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Legal Owner
Contract Purchaser:
PETE GULLIERO
(Type or Print Name)
Signature _____
Address _____
City and State _____
Attorney for Petitioner:
DAVID A. RODGERS
(Type or Print Name)
209 E. Fayette Street #21202
Baltimore, Md. 21202
City and State _____
Attorney's Telephone No.: 685-5100

Legal Owner(s)
Lokibe Corp., Inc.
(Type or Print Name)
Signature **Devel y Theodore, Pres**
(Type or Print Name)
Address **8723 Pulaski Hwy.**
Balto., Md. 21237
City and State _____
Name, address and phone number of legal owner, contract purchaser, or representative to be contacted _____
Name _____
Address _____
Phone No. _____

DATE **March 28, 1986**
BY **David A. Rodgers**
Attorney for Petitioner

ORDERED By The Zoning Commissioner of Baltimore County, this 19th day of February, 1986, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 26th day of March, 1986, at 9:30 o'clock

Paul J. S. [Signature]
Zoning Commissioner of Baltimore County.

(over)

such additional premium, which shall be payable when billed, as additional rent, collectible in the same manner as the rents hereinabove provided for. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done in or about said premises, anything of a character so hazardous as to render it difficult, impracticable or impossible to secure such insurance in companies acceptable to the Landlord, and further, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting the insurance risk.

9. **MAINTENANCE AND REPAIR:** The Tenant will, during the term of this Lease maintain the Premises and appurtenances (including the plumbing, heating, electrical, and air conditioning systems thereof) in good order and condition and will make all necessary repairs and replacements thereto including repairs or replacements due to obsolescence or repairs or replacements of any damage caused by any waste, misuse or neglect of the Premises or its appurtenances by Tenants, its agents, servants, customers, or invitees, at Tenant's own expense, and including any repairs that may be required by the Liquor Board, Health Department, Fire Department or any other governmental agency or housing authority. The Tenant will also make all necessary repairs including painting and repairs and/or replacements of glass to the exterior walls of the Premises, after being notified in writing of the need for such repairs. Tenant will maintain and provide for snow removal from all sidewalks and areas adjacent to the Premises. Tenant will, at the expiration of the Lease term or at the sooner termination thereof by forfeiture or otherwise, deliver up the Premises in the same good order and condition as they were at the beginning of

Keep in Zoning File

THIS LEASE made this 19th day of June, 1984, by and between PETE GULLIERO and ROSE BOLLINO (hereinafter collectively called the "Landlord") and Lokibe Corporation, Inc., a body corporate of the State of Maryland, (hereinafter called the "Tenant").

WITNESSETH:

That the Landlord, for and in consideration of the payment of the rentals, and performance of the covenants and agreements hereinafter mentioned, demises and leases unto the Tenant and the latter does let from the former, the following described premises:

1. **LOCATION:** The entire one-story and basement, cinder block and formstone building consisting of a restaurant, cocktail lounge, kitchen, office and supply rooms, including parking facilities adjacent thereto, located at 8729 Pulaski Highway, Baltimore County, Maryland (hereinafter called "Premises").

2. **USE:** The Premises are to be used primarily as a restaurant and secondarily as a bar/package goods store and for no other purpose whatsoever without the written consent of the Landlord.

3. **TERM:** For the term of five (5) years commencing on the first day of May, 1984 and terminating at 12:01 a.m. on the thirtieth day of April, 1989 unless renewed in accordance with the Renewal Option as stated in Paragraph 5 below.

4. **RENT:** Tenant covenants and agrees to pay as rent during the term of this Lease in consecutive monthly installments due and payable in advance on the first day of each and every month in accordance with the following rate schedule:

	Per Year	Per Month
May 1, 1984 to April 30, 1985	\$21,600.00	\$1,800.00
May 1, 1985 to April 30, 1986	\$22,800.00	\$1,900.00
May 1, 1986 to April 30, 1987	\$24,000.00	\$2,000.00

the tenancy, reasonable wear and tear excepted. Tenant shall be charged with the protection of his own property, and in no event shall Landlord be liable for any damage to such property by reason of fire, other casualty or the elements, leakage of water or steam or the failure to make repairs required by Landlord hereunder. The Tenant does hereby acknowledge that he has inspected the Premises and he acknowledged that the Premises and all appurtenances thereto including the plumbing, heating, electrical and air conditioning systems are in good order and repair at the commencement of the lease term. The only maintenance and repair responsibilities of the Landlord shall be for the roof of the Premises and the roads and driveways leading up to the Premises. Tenant shall promptly notify the Landlord of the need for the repair and/or maintenance of the roof, roads, and driveways so that the Landlord may consider whether such maintenance and repairs are reasonably necessary.

10. **TENANT'S WARRANTIES:** Tenant warrants that it shall obey the following rules and regulations in connection with the operation of its business located on the Premises:

(a) No rock and roll or loud country music or similar loud music shall be permitted on the Premises. No music shall be permitted which tends to disturb the peace and quiet of the guests of the Motel Continental, a motel which is owned and operated by the Landlord and adjacent to the Premises.

(b) The Tenant shall trade under the name of The Blue Max. Tenant shall not be permitted to operate its business at the Premises under any other name without the express written consent of the Landlord.

(c) The Tenant is responsible for the actions of its patrons and shall endeavor to prevent the patrons who are not guests of the motel from trespassing on motel property.

	Per Year	Per Month
May 1, 1987 to April 30, 1988	\$26,400.00	\$2,200.00
May 1, 1988 to April 30, 1989	\$28,800.00	\$2,400.00

5. **RENEWAL OPTION:** Providing Tenant is not in Default under any of the terms, covenants and conditions of this Lease, Tenant shall have the option to renew the term of the Lease for one (1) additional five (5) year period by providing Landlord with written notice of its intention to exercise such option at least four (4) months prior to the expiration of the original term. All terms, covenants and conditions set forth herein with respect to the original term shall apply to any such renewal term; provided, however, that the rental as provided for in this Lease shall be adjusted at the commencement of the renewal term in that proportion which the Consumer Price Index (U.S. City Average) of the United States Bureau of Labor Statistics for the first month of the renewal term bears to the said Consumer Price Index (U.S. City Average) for the first full calendar month of the original term of this Lease, all such adjustments to be apportioned for fractional years; but in no event is the rental to be paid during any such renewal term to be less than the rent set forth in the chart below. Consumer Price Index (Rent) for All Urban Consumers in the Baltimore-Washington, D.C. - Virginia area (Index: 1957=100) as it may be amended from time to time.

	Per Year	Per Month
May 1, 1989 to April 30, 1990	\$31,200.00	\$2,600.00
May 1, 1990 to April 30, 1991	\$33,600.00	\$2,800.00
May 1, 1991 to April 30, 1992	\$36,000.00	\$3,000.00
May 1, 1992 to April 30, 1993	\$38,400.00	\$3,200.00
May 1, 1993 to April 30, 1994	\$40,800.00	\$3,400.00

Payable as above in consecutive monthly installments in advance on the first day of each and every month. In order to exercise said Renewal Option, Tenant must provide the Landlord One Hundred Twenty (120) days written advance notice prior to the expiration of the original term of the Lease.

6. **TAX ESCALATOR:** The Tenant shall pay to the Landlord, as additional rent, the amount of any increase in the real estate taxes (including any paving or other special assessments) levied against the premises over and above the amount of such taxes

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(d) The Tenant must operate a full service restaurant offering complete menus of Lunch and Dinner seven (7) days a week. The Tenant will occupy the Premises promptly in accordance with the terms of this Lease and will continue to occupy the Premises continuously during the term of this Lease and that it will continue in said Premises the business permitted under Paragraph 2, and will continuously, at all times during the term of this Lease, maintain a full stock of merchandise on the leased Premises and shall be open for business during all such hours as are recognized as normal and customary for restaurant and bar/package goods stores of this type.

(e) Operation of the bar/package goods store shall be subject to the terms of this Lease as well as the rules and regulations of the Liquor Board of Baltimore County.

(f) The Premises are to be kept clean inside and outside at all times. Grounds are to be cleaned every day.

(g) Snow and ice are to be kept clear from the Premises including sidewalks surrounding the premises at all times by the Tenant.

(h) The Tenant is to keep the steps around the building in good condition at all times.

11. **WATER BILL:** The parties recognize that there is only one meter for the billing of water use attributable to both the Motel Continental and the Premises. The parties agree to each pay fifty percent (50%) of the water bill which is billed for the use of 8729 - 8731 Pulaski Highway upon demand.

12. **WATER PUMP:** Within fifteen (15) days from the execution of this Lease, the Tenant shall supply and install, at its cost, a Water Pump of sufficient size and quality in the sole discretion of the Landlord for the Premises.

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levied for the fiscal tax year ending June 30, 1933, such payment to be made within thirty (30) days of receipt by the Tenant of a statement from the Landlord showing the amount of such increase, with appropriate supporting data. Proration of said payments by Tenant shall be made when necessary for the first or last year of this lease term.

7. **USE FEES; UTILITIES:** Tenant shall pay for all licenses, fees and charges arising out of his use of the Premises and all charges for minor privileges occasioned by the occupancy of the Tenant; the Tenant covenants to pay for all gas, electric current, heating fuel, water, sewer service and any other utilities used in or on the Premises during the lease term.

8. **USE: COMPLIANCE WITH REQUIREMENTS OF LAW AND INSURANCE:**

Tenant agrees to use the Premises in a clean, orderly, safe, sanitary and careful manner, and Tenant, at its sole cost and expense, shall comply promptly with all statutes, laws, ordinances, orders, regulations, notices and requirements of the Federal, State and local governments and any and all of their Departments and Bureaus (including but not limited to the Health Department, Liquor Board, Fire Department or any Housing Authority) and of the Board of Fire Underwriters served on Tenant or Landlord in relation to Tenant's use of the Premises for the correction, prevention and abatement of nuisances or violations and for the prevention of fires; the Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the Premises beyond the rate presently being paid for such fire or other insurance by the Landlord. Should any act of the Tenant so increase said rate, then, in addition to the rentals hereinabove provided for, the Tenant shall be liable for

13. **GUARANTORS' FINANCIAL STATEMENT:** The parties recognize that the Landlord has entered into this Lease with the Tenant, a Maryland Corporation since the principals of said corporation, namely Raymond Fuller, Louis Theodore and Beverly Theodore, his wife, have agreed to execute a Guaranty of the Tenant's obligations of this Lease contemporaneously with the execution of this Lease. The Tenant recognizes that the Landlord has relied upon the Financial Statements of said Guarantors which are attached to this Lease and labeled Exhibit A and B in connection with the Landlord's decision to lease to the Tenant. The Tenant warrants that said Financial Statements are true and accurate.

14. **LIQUOR LICENSE:** The Tenant shall continue to utilize a Class D, Beer, Wine and Liquor License issued by the Liquor Board of Baltimore County during the term of this Lease as long as permitted to do so by the Liquor Board of Baltimore County. The Tenant shall not be permitted to move the Liquor License from the Premises at any time without the express written permission of the Landlord.

15. **ALTERATIONS:** Tenant further covenants that he will at no time or times, make any alterations or changes of any kind to the Premises, without first securing the written consent of the Landlord, after submission of the plans therefor, and any such alterations or changes as shall be permitted in writing shall be made at Tenant's expense, and will, at the expiration of the term, or sooner termination thereof, become the property of the Landlord; or, at the Landlord's option, the Premises shall be restored to their former condition at the expense of the Tenant. The Tenant will, in making any such repairs, fully comply with all national and state laws, city codes and ordinances and regulations of public authority, as well as the requirements of the Association of Fire Underwriters, or similar governing insurance body, all at Tenant's expense. Tenant covenants that

- 7 -

no liens shall attach to the Premises by virtue of any alterations or changes made by Tenant, and that if any such lien is filed Tenant will cause the same to be removed within thirty (30) days.

16. SUBLETTING OR ASSIGNMENT: Tenant shall not assign this Lease in whole or in part, nor sublet all or part of the Premises without the prior written consent of the Landlord first obtained which consent shall not be unreasonably withheld by Landlord. Any lawful levy or sale on execution or other legal process and also any assignment or sale in bankruptcy or insolvency or under any compulsory procedure, or the appointment of a Receiver by a State or Federal Court, shall be classed as an assignment within the meaning of this Lease. Any subletting or assignment without the written consent of the Landlord first obtained, shall, at the option of the Landlord, be deemed a default under this Lease.

17. SIGNS: The Tenant covenants that he will not place or permit any signs, lights, awnings, or poles in or about the Premises without the written permission of the Landlord, and, in the event that said permission is given, the Tenant agrees to pay any minor privilege or other tax therefor. Tenant further covenants that he will not paint or make any change in or on the outside of the Premises without the permission of the Landlord in writing. Tenant agrees that he will do nothing on the outside of the Premises to change the architecture, paint or appearance of the Premises without the permission of the Landlord in writing.

18. LANDLORD'S WARRANTIES: The Tenant does hereby acknowledge and affirm that the Landlord has made no warranties or representations to Tenant with regard to the applicable zoning, housing or other use restrictions, regulations, rules, statutes, or laws and Tenant does hereby specifically acknowledge that Landlord has made no warranties or representations that the

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written notice to that effect.

26. DEFAULT: Tenant covenants that if any one or more of the rents hereby stipulated to be paid shall at any time during the Lease be more than five (5) days in arrears, or if Tenant shall default in performing or otherwise breach any of the covenants, conditions and agreements herein contained, then the tenancy hereunder shall at once and without notice of any kind, terminate and the said Landlord shall become and be entitled to immediate possession of the Premises, provided Landlord shall so elect but not otherwise. Landlord shall thereupon immediately have full right of re-entry upon the Premises, by force or otherwise, if permitted by the applicable law now or then in force, or otherwise, and without formal notice or demand, and without liability of any kind; also to re-let the Premises as the agent of Tenant for any unexpired balance of the lease term and collect the rent therefor. In the event of such re-letting by Landlord, as agent of Tenant, the re-letting shall be on such terms, conditions and rental as the Landlord may deem proper, and the proceeds that may be collected from the same, less the expense of re-letting, including reasonable leasing fees and commissions and reasonable costs of renovating the Premises shall be applied upon the rental to be paid by Tenant, and Tenant shall be liable for any balance that may be due under this Lease. Such re-letting shall not operate as a termination of this Lease, nor as a waiver or postponement of any right of Landlord against Tenant. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. To the extent permitted by law, Tenant hereby expressly waives any and all rights of redemption, granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause or in the event of Landlord obtaining possession of

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Premises may be used for a restaurant, coffee shop and/or bar/package goods store.

19. TENANT'S FAILURE TO REPAIR: In the event that Tenant fails, after five (5) days written notice from Landlord, to keep the Premises in a good state of condition and repair or commence and continuously make required repairs and replacements or to do any act or make any payment required under this Lease or otherwise fail to comply herewith, Landlord may, at its option (but without being obliged to do so), enter upon the Premises at all reasonable hours to make such repairs and replacements or do any act or make any payment or compliance which Tenant has failed to do, and upon demand, Tenant shall reimburse Landlord for any such expense incurred by Landlord. Any monies expended by Landlord, as aforesaid, shall be deemed additional rent, collectible as such by Landlord. All rights given to Landlord in this section shall be in addition to any other right or remedy of Landlord herein contained.

20. INSPECTION OF PREMISES: Tenant will permit Landlord, its agents, contractors and/or employees to enter upon the Premises and all parts during reasonable business hours to inspect the same and to enforce or carry out any provision of this Lease.

21. TRADE FIXTURES: Tenant shall have the right to remove any trade fixtures installed by Tenant provided Tenant shall not be in default of any term, covenant or condition of this Lease at the time of such removal and further provided that Tenant shall be responsible for the repair of any damages caused by the removal thereof.

22. INDEMNITY; LIABILITY INSURANCE: Tenant covenants and agrees that it shall absolutely and irrevocably indemnify and hold harmless Landlord from and against any and all losses, liability,

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the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

27. SECURITY DEPOSIT: Landlord hereby acknowledges receipt from Tenant of the sum of ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) to be held by the Landlord as collateral security for the payment of any rentals or any or all other sums of money for which Tenant shall or may become liable to Landlord under this Lease, and for the faithful performance by Tenant of all other covenants and agreements on its part to be performed under this Lease, or any renewal thereof, if this Lease is renewed. In the meantime, Landlord shall be entitled to retain such security deposit without obligation to pay interest thereon and may comele such deposit with its own funds. Said security deposit (if not sooner applied by Landlord in accordance with the foregoing provisions) shall be returned by the Landlord to the Tenant when the Premises are surrendered at the termination of this Lease, and accepted by the Landlord, if this Lease is not renewed.

28. NO WAIVERS: The failure of the Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, or such covenant or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rent with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

29. BANKRUPTCY, RECEIVERSHIP, ETC.: In the event of the appointment of a receiver or trustee for the Tenant or either of the Guarantors in any legal proceedings instituted by or against it or either of them under Bankruptcy Act or similar acts, if the appointment of such receiver or such trustee is not

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obligations, liens, encumbrances, damages, causes of action, suits, claims, judgments, costs and expenses of any kind or nature whatsoever arising from injury to person, or property on the Premises or upon the adjoining sidewalks and/or alleyways, which arise from any default hereunder or any act, failure to act or negligence of Tenant, the agents, representatives or employees of Tenant, or persons permitted on the Premises by Tenant or any other reason whatsoever other than the willful acts of Landlord, his agents or employees. Without limiting the generality of the foregoing, Tenant hereby agrees to keep in full force and effect a policy of public liability and property damage insurance, naming Landlord as an insured, with respect to the Premises and the business of Tenant, in, or, within, from or connected with the Premises pursuant to which the limits of public liability shall be Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence, and in which the limit of liability for damage to property shall be Two Hundred Fifty Thousand Dollars (\$250,000.00). The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days prior written notice. The insurance shall be carried with an insurance company approved by Landlord, and a certificate of insurance shall be delivered to Landlord at the inception of each policy and renewal thereof.

23. DESTRUCTION - FIRE OR OTHER CASUALTY: In the event the Premises are damaged by fire, storm, or unavoidable accident or other occurrences, but are not thereby rendered untenantable in whole or in part, Landlord shall promptly cause such damage to be repaired and the rent shall not be abated; that if by reason of any of the aforesaid causes, the Premises shall be rendered untenantable only in part, Landlord shall promptly cause such damage to be repaired and the rent meanwhile shall be

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vacated within thirty (30) days, or upon the adjudication in bankruptcy of the Tenant, whether upon voluntary or involuntary proceedings, then any of the said events shall be deemed to constitute a breach of this Lease and thereupon, without entry or other action by the Landlord, this Lease shall become and be terminated and such termination shall be taken, for all purposes, as having occurred at the date of the appointment of such receiver or trustee or at the date of the adjudication in bankruptcy; and notwithstanding any other provision of this Lease, the Landlord shall, upon such termination and as of such date, be entitled to recover, as liquidated damages, an amount equal to the difference between the then present fair value of the remaining rent due under this Lease for the balance of the term and the then present fair rental value of the premises for the balance of the term.

30. NOTICES: All notices, demands and other communications which may be or are required to be given hereunder or with respect hereto shall be in writing and shall be deemed given when mailed, postage prepaid, by certified mail, return receipt requested, addressed to the party being notified at the following addresses, or at such other address as a party may designate hereafter by written notice to the other parties:

TENANT: LoKibe Corporation, Inc.
8729 Pulaski Highway
Baltimore, Maryland 21237

LANDLORD: Rose Bollino
Motel Continental
8731 Pulaski Highway
Baltimore, Maryland 21237

31. CAPTIONS: All headings anywhere contained in this Lease are intended for the convenience of reference only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

32. SUCCESSORS AND ASSIGNS: The covenants, conditions,

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proportionately abated. And if the Premises are damaged by any of the aforesaid causes to such an extent as to render the same wholly untenantable, then this Lease shall thereupon become null and void and all liability of the Tenant shall terminate upon payment of all rent due and payable to the date of such happening. Notwithstanding the above, the Landlord shall not be required to expend any funds to repair the Premises in excess of insurance proceeds, if any, received as a result of such occurrences.

24. CONDEMNATION: If the Premises shall be acquired or condemned by eminent domain proceedings for any public or quasi-public use or purpose, then, in that event, the term of this Lease shall cease and terminate from the date of title vesting by reason of such proceedings or agreement. In the event of termination hereunder, Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. Tenant shall have no claim against Landlord, other than the adjustment of rent paid in advance nor shall Tenant be entitled to any portion or any amount that may be awarded as damages or paid as a result of such proceedings or as the result of any agreement by the condemning authority with the Landlord.

25. HOLD OVER: If the Tenant shall occupy the Premises after the expiration of this Lease and the rent is accepted from the Tenant, such occupancy and payment shall be construed as an extension of this Lease for the term of one (1) month only from the date of such expiration, and occupancy and payment thereafter shall operate to extend the term of this Lease for but one (1) month at a time unless other terms of such extension are endorsed in writing and signed by the parties hereto. In such event if either Landlord or Tenant desires to terminate such occupancy at the end of any month after the termination of this Lease, the party so desiring to terminate the same shall give the other party at least thirty (30) days

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and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives and, except as otherwise provided in this Lease, their assigns. All references made, and all names and pronouns used herein, shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

33. TIME OF ESSENCE: Time is of the essence of this Lease.

IN WITNESS WHEREOF, landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

WITNESS:

PETE GUERRIERO

BY: Rose Bollino
ROSE BOLLINO, AS HIS
ATTORNEY IN FACT

Rose Bollino
ROSE BOLLINO
"Landlord"

LoKibe CORPORATION, INC.

BY: Beverly Theodore, Pres.

"Tenant"

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STATE OF MARYLAND, BALTIMORE

to wit:
I HEREBY CERTIFY that on this day of June, 1984, before me, the subscriber, a Notary Public in and for the State of Maryland personally appeared PETE GUERRIERO BY ROSE BOLLINO AS HIS ATTORNEY IN FACT and ROSE BOLLINO, the above-named Landlords, who acknowledged that she executed the foregoing Lease for the purposes therein contained by signing her name.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

My Commission Expires:
July 1, 1986

STATE OF MARYLAND, BALTIMORE

to wit:
I HEREBY CERTIFY that on this 19 day of June, 1984, before me, the subscriber, a Notary Public in and for the State of Maryland personally appeared BEVERLY THEODORE, who acknowledged herself to be the President of LoKibe Corporation, Inc., a Maryland Corporation and that as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

My Commission Expires:
July 1, 1986

PETITION FOR SPECIAL HEARING
15th Election District

LOCATION: East Side of Pulaski Highway, 415 feet Southwest of the Centerline of Race Road

DATE AND TIME: Wednesday, March 26, 1986, at 9:30 a.m.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Special Hearing for continuance of a nonconforming use as to a restaurant and bar

Being the property of Pete Guerriero, as shown on plat plan filed with the Zoning Office.

In the event that this Petition(s) is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.

BY ORDER OF
ARNOLD J. BLON
ZONING COMMISSIONER
OF BALTIMORE COUNTY

DESCRIPTION TO ACCOMPANY ZONING PLAT OF GUERRIERO PROPERTY

Beginning for the same at a pipe 5.4' southwest from the intersection of the southeast side of Pulaski Highway as shown on State Roads Commission of Maryland Right-of-Way Plat #1364 and the center line of Race Road, thence south 44 degrees, 55 minutes, 27 seconds west 321.59 feet, thence south 45 degrees, 04 minutes, 33 seconds east 40.00 feet, thence south 44 degrees, 55 minutes, 27 seconds west 105.00 feet to the bed of Stemmers Run, thence in the bed of Stemmers Run south 48 degrees, 12 minutes, 39 seconds 210.33 feet, south 66 degrees, 28 minutes, 33 seconds, 84.12 feet, south 20 degrees, 15 minutes, 33 seconds east 46.80 feet, south 38 degrees, 07 minutes, 27 seconds west 58.30 feet, south 74 degrees, 03 minutes, 27 seconds west 85.00 feet, south 16 degrees, 24 minutes, 33 seconds east 45.26 feet to the north-west right-of-way line of the B. & O. Railroad 138 feet wide, thence binding on said northwest right-of-way line north 47 degrees, 23 minutes, 07 seconds east 480.25 feet, thence leaving said railroad north 35 degrees, 07 minutes, 33 seconds, west 485.73 feet to the point of beginning.

Containing 4.283 acres of land, more or less.

RE: PETITION FOR SPECIAL HEARING : BEFORE THE ZONING COMMISSIONER
E/S Pulaski Hwy., 415' SW of : OF BALTIMORE COUNTY
C/L of Race Rd., 15th Dist.
PETE GUERRIERO, Petitioner : Case No. 86-368-SPH

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel for Baltimore County

Peter Max Zimmerman
Peter Max Zimmerman
Deputy People's Counsel
Room 223, Court House
Towson, Maryland 21204
494-2188

I HEREBY CERTIFY that on this 3rd day of March, 1986, a copy of the foregoing Entry of Appearance was mailed to David A. Rodgers, Esquire, 209 E. Fayette St., Baltimore, MD 21202, Attorney for Petitioner; and Beverly Theodore, President, Likibe Corporation, Inc., 8729 Pulaski Hwy., Baltimore, MD 21237, Lessee.

Peter Max Zimmerman
Peter Max Zimmerman

IN RE: PETITION SPECIAL HEARING
E/S of Pulaski Highway, 415'
SW of the centerline of Race
Road - 15th Election District
Pete Guerriero,
Petitioner
BEFORE THE
ZONING COMMISSIONER
OF BALTIMORE COUNTY
Case No. 86-368-SPH

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Petitioner herein requests confirmation of a nonconforming use for a bar (lounge) and restaurant, as more particularly described on Petitioner's Exhibit 1.

The Petitioner, by Lokibe Corporation, Inc., the long-term Lessee, represented by its President, Beverly Theodore, appeared and testified and was represented by Counsel, Ramon Palmer, a former owner, testified on behalf of the Petitioner. There were no Protestants.

Testimony indicated that the bar and restaurant, located on Pulaski Highway near Rossville Boulevard and zoned M.L., has been in existence since at least 1960. Mr. Palmer, who purchased the business in 1978 and sold it in 1984 to the Lessee herein, testified that he has personal knowledge of the continuous existence of the subject business in the same building that has been used since he first began visiting the site in 1960.

The property was zoned B.L. in 1960 and the zoning was changed to M.L. A restaurant and tavern are permitted as of right in a B.L. Zone.

The Petitioner seeks relief from Section 104.1, pursuant to Section 500.2 of Baltimore County Zoning Regulations (BCZR). The uncontroverted testimony, which was amply supported, conclusively indicates that the property has been used continuously and without interruption



BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353

ARNOLD J. BLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

March 13, 1986

David A. Rodgers, Esquire
209 East Fayette Street
Baltimore, Maryland 21202

RE: PETITION FOR SPECIAL HEARING
E/S Pulaski Highway, 415' SW of the c/l
of Race Rd.
15th Election District
Pete Guerriero - Petitioner
Case No. 86-368-SPH

Dear Mr. Rodgers:

This is to advise you that \$48.65 is due for advertising and posting of the above property. This fee must be paid before an Order is issued.

THIS FEE MUST BE PAID AND THE ZONING SIGN AND POST RETURNED ON THE DAY OF THE HEARING OR THE ORDER SHALL NOT BE ISSUED.

Do not remove sign from property from the time it is placed by this office until the day of the hearing itself.

Please make the check payable to Baltimore County, Maryland, and remit building, Towson, Maryland

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 018559

DATE 4/1/86 ACCOUNT 41-1-15-000

SIGN RETURNED 4/1/86
NO POST INVOLVED AMOUNT \$ 48.65

RECEIVED FROM: Separate Restaurant

FOR: Advertising & Posting re Case #86-368-SPH

BY: B105*****4551a 001af

VALIDATION OR SIGNATURE OF CARRIER

as a bar (lounge) and restaurant since at least 1960. After due consideration of the testimony and evidence presented, it is clear that a nonconforming use exists.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the approval prayed for should be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 28th day of March, 1986, that a nonconforming use for a bar (lounge) and restaurant be approved and, as such, the Petition for Special Hearing is hereby GRANTED from and after the date of this Order.

Zoning Commissioner of
Baltimore County

AJ/srl

cc: David A. Rodgers, Esquire
People's Counsel

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David A. Rodgers, Esquire
209 East Fayette Street
Baltimore, Maryland 21202

February 21, 1986

NOTICE OF HEARING

RE: PETITION FOR SPECIAL HEARING
E/S Pulaski Highway, 415' SW of the c/l of Race Rd.
15th Election District
Pete Guerriero - Petitioner
Case No. 86-368-SPH

TIME: 9:30 a.m.

DATE: Wednesday, March 26, 1986

PLACE: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

Zoning Commissioner
of Baltimore County

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 016145

DATE 12/6/85 ACCOUNT 01-615-000

AMOUNT \$ 100.00

RECEIVED FROM: RTR Land Services Inc.

FOR: SPH #230

BY: B117*****100001a 011af

VALIDATION OR SIGNATURE OF CARRIER

March 6, 1986

Zoning Commissioner of
Baltimore County
111 W. Chesapeake Avenue
Towson, Maryland 21204

Re: Petition for Special Hearing
East side/Pulaski Highway
415 S.W. of the C.L. of Race Road,
15th Election District
Case No: 86-368-SPH

I, Pete Guerriero do acknowledge that Lokibe, Inc.,
is a tenant pursuant to a lease executed between them and
myself. In addition, I am aware of the Petition for Special
Hearing being filed in the above-captioned case and do hereby
consent as property owner.

In addition, if present, I would also be able to
testify that there has been a bar at that location since
1971.

Pete Guerriero
Pete Guerriero

**PETITIONER'S
EXHIBIT 2**

February 6, 1986

From W. L. Stealey

RE: 86-368-SPH

Arrived at site to post sign, while
himself a Pete Guerriero, owner of
going on. He was informed sign was
special hearing by the Zoning Departa
told me he did not know of any reques
indicated he did not want the sign po
Zoning office to clarify the situatio
petition was made by a Beverly Theodo
restaurant and bar on site to be post
me to contact his tenants to determin
Spoke to Mr. Theodore, informed him of the owners concern. He said
he would have his attorney contact the owner of property to clear up
the matter.
Informed Mr. Guerriero of my contact with tenant and then removed
the sign. Will hold sign in my possession until matter is cleared up.

W. Stealey - 3/6/86

*3/6/86. Re Tele conv.
He (Mr. Stealey) has been
in contact with the
owners atty. He thinks
that the owners were caught
off guard and it will
be straightened out.
He thinks the house
could post the sign
on the Bldg but will
try to get permission to
post it by road - He
has until Mar. 11th
15 days before hearing.*

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner
Date: March 10, 1986
Norman E. Gerber, AICP, Director
FROM: Office of Planning and Zoning
SUBJECT: Zoning Petitions No. 86-367-SPH, 86-364-SPH, 86-366-SPH, 86-368-SPH
and 86-369-SPH

In view of the subject of these petitions, this office offers
no comment.

NEG:JGH:slm

Norman E. Gerber
Norman E. Gerber, AICP
Director

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

February 27, 1986

COUNTY OFFICE BLDG.
111 W. Chesapeake Ave.
Towson, Maryland 21204

David A. Rodgers, Esquire
209 East Fayette Street
Baltimore, Maryland 21202

RE: Item No. 230 - Case No. 86-368-SPH
Petitioner - Pete Guerriero
Special Hearing Petition

Dear Mr. Rodgers:

The Zoning Plans Advisory Committee has reviewed the plans sub-
mitted with the above-referenced petition. The following comments
are not intended to indicate the appropriateness of the zoning action
requested, but to assure that all parties are made aware of plans or
problems with regard to the development plans that may have a bearing
on this case. The Director of Planning may file a written report with
the Zoning Commissioner with recommendations as to the suitability of
the requested zoning.

Enclosed are all comments submitted from the members of the
Committee at this time that offer or request information on your
petition. If similar comments from the remaining members are received,
I will forward them to you. Otherwise, any comment that is not infor-
mative will be placed in the hearing file. This petition was accepted
for filing on the date of the enclosed filing certificate and a hearing
scheduled accordingly.

Very truly yours,

James E. Dyer
JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:nrc

Enclosures



Maryland Department of Transportation

State Highway Administration

William K. Hoffmann
Secretary
Hal Kassoff
Administrator

December 23, 1985

Mr. A. Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Attention: James Dyer

Re: ZAC meeting of 12-17-85
ITEM: #230.
Property Owner: Pete Guerriero
Location: SE/S Pulaski Highway
415' SW from centerline Race Road
Existing Zoning: M.L.-C.S.1
Proposed Zoning: Special Hearing
to approve continuance of a non-
conforming use as a restaurant
and bar
Acres: 4.283 acres
District: 15th Election District

Dear Mr. Jablon:

On review of the submittal of 11-14-85 for non-conforming
use, the State Highway Administration finds all access to the
site by way of Pulaski Highway, Route 40-E, generally acceptable.

Very truly yours,

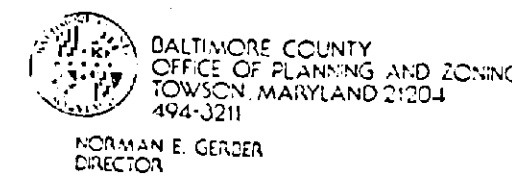
Charles Lee
Charles Lee, Chief
Bureau of Engineering
Access Permits

CL:GW:maw

By: George Wittman

cc: Mr. J. Ogle

My telephone number is (301) 659-1350
Teletypewriter for Impaired Hearing or Speech
303-7665 Baltimore Metro - 365-0451 D.C. Metro - 1-800-442-5062 Statewide Toll Free
P.O. Box 717 North Calver St., Baltimore, Maryland 21203 - 0717



Mr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

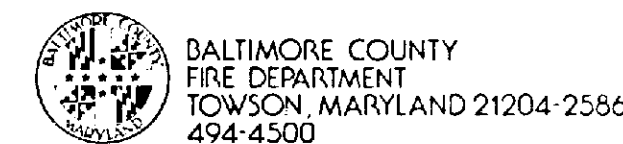
March 3, 1986

Re: Zoning Advisory Meeting of December 17, 1985
Item # 230
Property Owner: Pete Guerriero (Lokibe Corp. Lessee)
Location: SE/S Pulaski Hwy, 415' SW from E Race Rd.

Dear Mr. Jablon:
The Division of Current Planning and Development has reviewed the subject
petition and offers the following comments. The items checked below are
applicable.

- ☒ There are no site planning factors requiring comment.
- ☒ A County Review Group Meeting is required.
- ☒ A County Review Group Meeting was held and the minutes will be
forwarded by the Bureau of Public Services.
- ☒ This site is part of a larger tract; therefore it is defined as a
subdivision. The plan must show the entire tract.
- ☒ A record plat will be required and must be recorded prior
to issuance of a building permit.
- ☒ The circulation on this site is not satisfactory.
- ☒ The parking arrangement is not satisfactory.
- ☒ Parking calculations must be shown on the plan.
- ☒ This property contains soils which are defined as wetlands, and
development on these soils is prohibited.
- ☒ Construction in or alteration of the floodplain is prohibited
under the provisions of Section 22-98 of the Development
Regulations.
- ☒ Development of this site may constitute a potential conflict with
the Baltimore County Master Plan.
- ☒ The amended Development Plan was approved by the Planning Board
on _____.
- ☒ Landscaping must comply with Baltimore County Landscape Manual.
The property is located in a deficient service area as defined by
Bill 178-79. No building permit may be issued until a Reserve
Capacity Use Certificate has been issued. The deficient service
is _____.
- ☒ The property is located in a traffic area controlled by a "T" level
intersection as defined by Bill 179-79, and its conditions change
are re-evaluated annually by the County Council.
- ☒ Additional comments:
**ANY FUTURE EXPANSION OF SITE MUST
COMPLY TO ALL APPLICABLE COUNTY REGULATIONS
AND STANDARDS.**

cc: James Hossell
Eugene A. Sobor
Chief, Current Planning and Development



PAUL H. REINCKE
CHIEF

December 18, 1985

Mr. Arnold Jablon
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204
Attention: Nick Commodari, Chairman
Zoning Plans Advisory Committee

RE: Property Owner: Pete Guerriero (Lokibe Corp. Lessee)

Location: SE/S Pulaski Highway, 415' SW from centerline Race Road

Item No.: 230 Zoning Agenda: Meeting of December 17, 1985

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this
Bureau and the comments below marked with an "X" are applicable and required
to be corrected or incorporated into the final plans for the property.

- ☐ 1. Fire hydrants for the referenced property are required and shall be
located at intervals or _____ feet along an approved road in
accordance with Baltimore County Standards as published by the
Department of Public Works.

- ☐ 2. A second means of vehicle access is required for the site.

- ☐ 3. The vehicle dead end condition shown at _____

EXCEEDS the maximum allowed by the Fire Department.

- ☐ 4. The site shall be made to comply with all applicable parts of the
Fire Prevention Code prior to occupancy or beginning of operation.

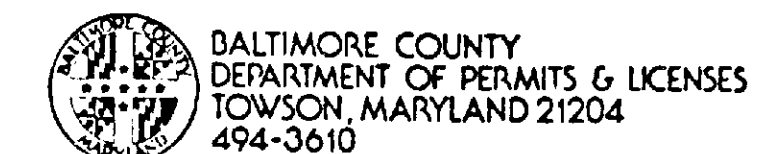
- ☒ 5. The buildings and structures existing or proposed on the site shall
comply with all applicable requirements of the National Fire Protection
Association Standard No. 101 "Life Safety Code", 1976 edition prior
to occupancy.

- ☐ 6. Site plans are approved, as drawn.

- ☐ 7. The Fire Prevention Bureau has no comments at this time.

REVIEWER: *[Signature]* Noted and Approved: *[Signature]*
Planning Group Fire Prevention Bureau
Special Inspection Division

/mb



January 16, 1986

TED ZALESKI, JR.
DIRECTOR

Mr. Arnold Jablon, Zoning Commissioner
Office of Planning and Zoning
Towson, Maryland 21204

Dear Mr. Jablon:

Comments on Item # 230 Zoning Advisory Committee Meeting are as follows:

Property Owner: Pete Guerriero (Lokibe Corp. Lessee)
Location: SE/S Pulaski Highway, 415' SW from E/R Race Road
District: 15th.

APPLICABLE STANDARDS ARE CHECKED:

- ☒ All structures shall conform to the Baltimore County Building Code as adopted by Council Bill #17-85,
the Maryland Code for the Building and Code (Annotated Code of Maryland, 1985) and other applicable Codes and Standards.
- ☒ A building and other miscellaneous permits shall be required before the start of any construction.

- ☒ Residential: Two sets of construction drawings are required to file a permit application. The seal of a
registered in Maryland Architect or Engineer is/are not required on plans and technical data.

- ☒ Commercial: Three sets of construction drawings sealed and signed by a registered in Maryland Architect
or Engineer shall be required to file with a permit application. Reproduced seals are not acceptable.

- ☒ All One Group except 3-4 Single Family Detached Dwellings require a minimum of 1 hour fire rating for
exterior walls other than 6" to 8" masonry. Two Group require a one hour wall if closer
than 3'-0" to an interior lot line. Any wall built on an interior lot line shall require a fire or party
wall. See Table 101, Section 107, Section 106.2 and Table 102. No openings are permitted in an
exterior wall within 3'-0" of an interior lot line.

- ☒ The structure does not appear to comply with Table 505 for permissible height/area. Apply to the requested
variance by this office cannot be considered until the necessary data pertaining to height/area and
construction type is provided. See Table 101 and 505 and have your Architect/Engineer contact this department.

- ☒ The requested variance appears to conflict with Section(s) _____ of the Baltimore
County Building Code.

- ☒ When filing for a required Change of Use/Occupancy Permit, an alteration permit application shall also
be filed along with three sets of acceptable construction plans indicating how the existing structure is
to be altered in order to comply with the Code requirements for the new use. Maryland Architectural or
Engineer seals are usually required. The change of Use Groups are from Use _____ to Use _____, or
to Mixed Use. See Section 312 of the Building Code.

- ☒ The proposed project appears to be located in a Flood Plain, Flood/Riverine. Please see the attached
copy of Section 516.0 of the Building Code as adopted by Bill #17-85. Site plans shall show the correct
elevations above sea level for the lot and the finished floor levels including basement.

- ☒ Comments: If the structure legally existed as a restaurant under previous Codes,
Section 103.2 would be applicable. If not, then the whole structure would
be required to comply with the existing code. Alteration permits, possibly
change of occupancy permits, etc. would be required. As it exists, any exiting

- ☒ These abbreviated comments reflect only on the information provided by the drawings submitted to the Office of
Planning and Zoning and are not intended to be construed as the full extent of any permit. If desired, safety
the applicant may obtain additional information by visiting Room 127 of the County Office Building at 111 problems
in Chesapeake Avenue, Towson, Maryland 21204.

[Signature] would be required
to be corrected.

L/27/86

JAN 7 1987

PLAT TO ACCOMPANY
PETITION FOR SPECIAL
HEARING FOR RETENTION
OF NON CONFORMING USE
EXISTING ZONING - ML-CS-1
GUERRIERO PROPERTY
15TH ELECTION DISTRICT
BALTIMORE COUNTY, MD.

SCALE: 1" = 50'
DATE: NOVEMBER 14, 1985

Prepared by: R&R Land Services, Inc.
P.O. Box 10824
BALTO MD. 21234
PH. 592-6937

PETITIONER'S
EXHIBIT 1

DEED REFERENCE:
PETE GUERRIERO
LIBER 5988, FOLIO 281

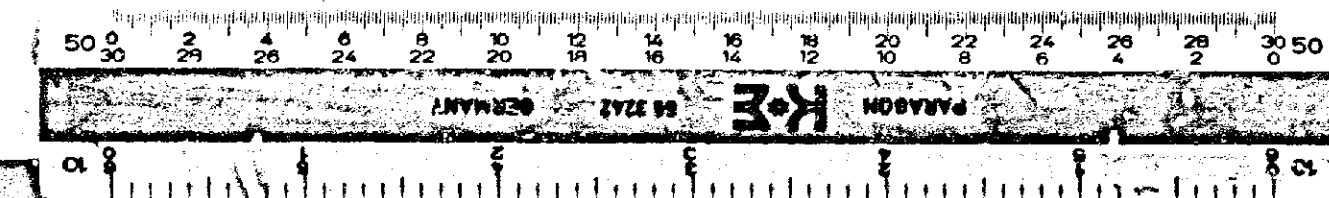
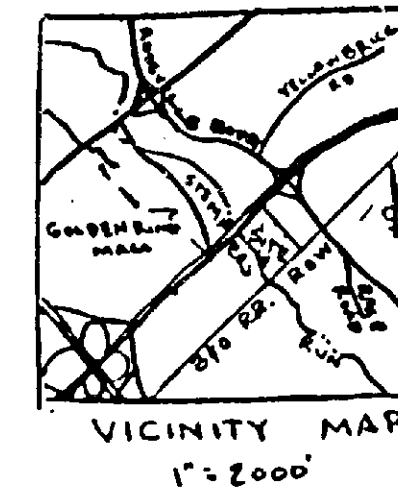
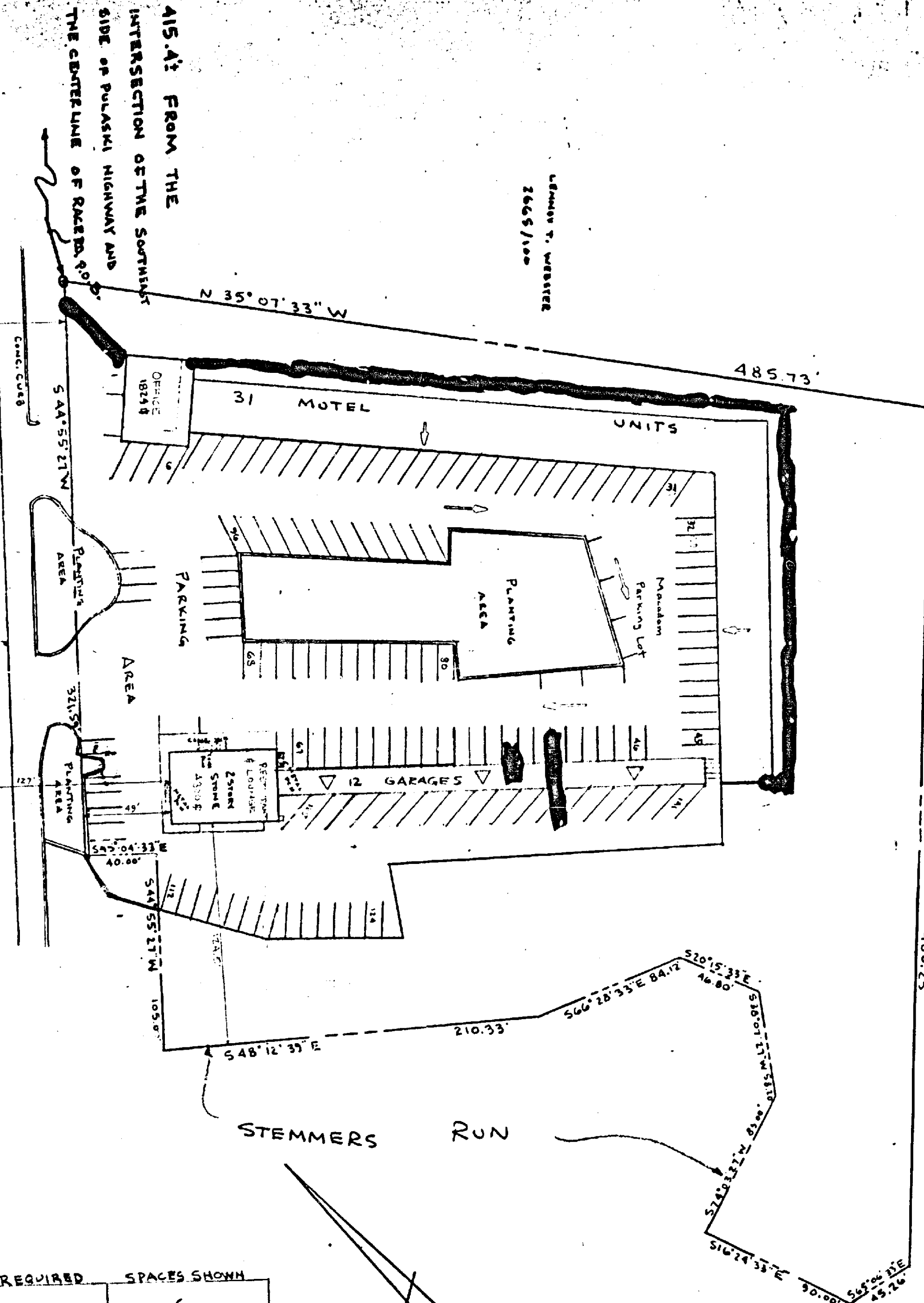
PETITIONER:
BEVERLY THEODORE
C/O LOKIBE INC.
8729 PULASKI HWY.
BALTO., MD. 21237
PH. 686-8033

EXISTING USE		PARKING DATA		REQUIREMENT		SPACES REQUIRED		SPACES SHOWN	
EXISTING USE	S.F.	EXISTING USE	S.F.	REQUIREMENT	S.F.	REQUIREMENT	SPACES REQUIRED	SPACES SHOWN	SPACES SHOWN
OFFICE	1824	OFFICE	1824	1 SPACE/300		1 SPACE/300	6	6	6
GARAGES		GARAGES		1 SPACE EACH		1 SPACE EACH	12	12	12
MOTEL UNITS		MOTEL UNITS		1 SPACE EACH		1 SPACE EACH	31	31	31
LOUNGE/RESTAURANT	4800	LOUNGE/RESTAURANT	4800	1 SPACE/50		1 SPACE/50	96	92	92
TOTAL		TOTAL					145	141	141

230

PULASKI HIGHWAY (U.S. RTE. 40) 150' R.O.W.
STATE ROADS COMMISSION OF MARYLAND RECORD MAP #1364

24' PAVING
MEDIAN
24' PAVING
O.B.L.
1.8' L.



**Petition
For Special Hearing**
15th Election District
LOCATION: East side of Pulaski Highway, 415 feet Southwest of the Centerline of Race Road
DATE AND TIME: Wednesday, March 28, 1986 at 9:30 a.m.
PUBLIC HEARING: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland.
The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing: Petition for Special Hearing for continuance of a nonconforming use as to a restaurant and bar.
Being the property of Pete Guerriero as shown on the plat filed with the Zoning Office.
In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.
BY ORDER OF
Arnold Jablon
Zoning Commissioner
Of Baltimore County

The Times

Middle River, Md., March 6, 1986
This is to Certify, That the annexed
was inserted in The Times, a newspaper printed and published in Baltimore County, once in each of _____ successive weeks before the _____ day of _____, 1986
James E. Dyer
Publisher.

CERTIFICATE OF PUBLICATION

TOWSON, MD., March 6, 1986
THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on March 6, 1986

THE JEFFERSONIAN,
J.B. Venetian
Publisher

Cost of Advertising
22.00

Case No. 86-368-SPH
BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your petition has been received and accepted for filing this 19th day of February, 1986.

Petitioner: Pete Guerriero
Petitioner's Attorney: David A. Rodgers, Esq.
Received by: James E. Dyer
Chairman, Zoning Plans Advisory Committee
Arnold Jablon
Zoning Commissioner

PETITION FOR SPECIAL HEARING

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Baltimore County Zoning Regulations, to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve continuation of a non-conforming use as to a restaurant and bar

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of the above Special Hearing advertising, posting, etc., upon filing of this Petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Legal Owner
Contract Purchaser:
PETE GULLIERO
(Type or Print Name)
Signature _____
Address _____
City and State _____
Attorney for Petitioner:
DAVID A. RODGERS
(Type or Print Name)
209 E. Fayette Street #21202
Baltimore, Md. 21202
City and State _____
Attorney's Telephone No.: 685-5100

Legal Owner(s)
Lokibe Corp., Inc.
(Type or Print Name)
Signature **Devel y Theodore, Pres**
(Type or Print Name)
Address **8723 Pulaski Hwy.**
Balto., Md. 21237
City and State _____
Name, address and phone number of legal owner, contract purchaser, or representative to be contacted _____
Name _____
Address _____
Phone No. _____

DATE **March 28, 1986**
BY **John P. [Signature]**
Zoning Commissioner of Baltimore County.

ORDERED By The Zoning Commissioner of Baltimore County, this 19th day of February, 1986, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 26th day of March, 1986, at 9:30 o'clock

(over)

such additional premium, which shall be payable when billed, as additional rent, collectible in the same manner as the rents hereinabove provided for. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done in or about said premises, anything of a character so hazardous as to render it difficult, impracticable or impossible to secure such insurance in companies acceptable to the Landlord, and further, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting the insurance risk.

9. **MAINTENANCE AND REPAIR:** The Tenant will, during the term of this Lease maintain the Premises and appurtenances (including the plumbing, heating, electrical, and air conditioning systems thereof) in good order and condition and will make all necessary repairs and replacements thereto including repairs or replacements due to obsolescence or repairs or replacements of any damage caused by any waste, misuse or neglect of the Premises or its appurtenances by Tenants, its agents, servants, customers, or invitees, at Tenant's own expense, and including any repairs that may be required by the Liquor Board, Health Department, Fire Department or any other governmental agency or housing authority. The Tenant will also make all necessary repairs including painting and repairs and/or replacements of glass to the exterior walls of the Premises, after being notified in writing of the need for such repairs. Tenant will maintain and provide for snow removal from all sidewalks and areas adjacent to the Premises. Tenant will, at the expiration of the Lease term or at the sooner termination thereof by forfeiture or otherwise, deliver up the Premises in the same good order and condition as they were at the beginning of

Keep in Zoning File

THIS LEASE made this 19th day of June, 1984, by and between PETE GULLIERO and ROSE BOLLINO (hereinafter collectively called the "Landlord") and Lokibe Corporation, Inc., a body corporate of the State of Maryland, (hereinafter called the "Tenant").

WITNESSETH:

That the Landlord, for and in consideration of the payment of the rentals, and performance of the covenants and agreements hereinafter mentioned, demises and leases unto the Tenant and the latter does let from the former, the following described premises:

1. **LOCATION:** The entire one-story and basement, cinder block and formstone building consisting of a restaurant, cocktail lounge, kitchen, office and supply rooms, including parking facilities adjacent thereto, located at 8729 Pulaski Highway, Baltimore County, Maryland (hereinafter called "Premises").

2. **USE:** The Premises are to be used primarily as a restaurant and secondarily as a bar/package goods store and for no other purpose whatsoever without the written consent of the Landlord.

3. **TERM:** For the term of five (5) years commencing on the first day of May, 1984 and terminating at 12:01 a.m. on the thirtieth day of April, 1989 unless renewed in accordance with the Renewal Option as stated in Paragraph 5 below.

4. **RENT:** Tenant covenants and agrees to pay as rent during the term of this Lease in consecutive monthly installments due and payable in advance on the first day of each and every month in accordance with the following rate schedule:

	Per Year	Per Month
May 1, 1984 to April 30, 1985	\$21,600.00	\$1,800.00
May 1, 1985 to April 30, 1986	\$22,800.00	\$1,900.00
May 1, 1986 to April 30, 1987	\$24,000.00	\$2,000.00

the tenancy, reasonable wear and tear excepted. Tenant shall be charged with the protection of his own property, and in no event shall Landlord be liable for any damage to such property by reason of fire, other casualty or the elements, leakage of water or steam or the failure to make repairs required by Landlord hereunder. The Tenant does hereby acknowledge that he has inspected the Premises and he acknowledged that the Premises and all appurtenances thereto including the plumbing, heating, electrical and air conditioning systems are in good order and repair at the commencement of the lease term. The only maintenance and repair responsibilities of the Landlord shall be for the roof of the Premises and the roads and driveways leading up to the Premises. Tenant shall promptly notify the Landlord of the need for the repair and/or maintenance of the roof, roads, and driveways so that the Landlord may consider whether such maintenance and repairs are reasonably necessary.

10. **TENANT'S WARRANTIES:** Tenant warrants that it shall obey the following rules and regulations in connection with the operation of its business located on the Premises:

(a) No rock and roll or loud country music or similar loud music shall be permitted on the Premises. No music shall be permitted which tends to disturb the peace and quiet of the guests of the Motel Continental, a motel which is owned and operated by the Landlord and adjacent to the Premises.

(b) The Tenant shall trade under the name of The Blue Max. Tenant shall not be permitted to operate its business at the Premises under any other name without the express written consent of the Landlord.

(c) The Tenant is responsible for the actions of its patrons and shall endeavor to prevent the patrons who are not guests of the motel from trespassing on motel property.

	Per Year	Per Month
May 1, 1987 to April 30, 1988	\$26,400.00	\$2,200.00
May 1, 1988 to April 30, 1989	\$28,800.00	\$2,400.00

5. **RENEWAL OPTION:** Providing Tenant is not in Default under any of the terms, covenants and conditions of this Lease, Tenant shall have the option to renew the term of the Lease for one (1) additional five (5) year period by providing Landlord with written notice of its intention to exercise such option at least four (4) months prior to the expiration of the original term. All terms, covenants and conditions set forth herein with respect to the original term shall apply to any such renewal term; provided, however, that the rental as provided for in this Lease shall be adjusted at the commencement of the renewal term in that proportion which the Consumer Price Index (U.S. City Average) of the United States Bureau of Labor Statistics for the first month of the renewal term bears to the said Consumer Price Index (U.S. City Average) for the first full calendar month of the original term of this Lease, all such adjustments to be apportioned for fractional years; but in no event is the rental to be paid during any such renewal term to be less than the rent set forth in the chart below. Consumer Price Index (Rent) for All Urban Consumers in the Baltimore-Washington, D.C. - Virginia area (Index: 1957=100) as it may be amended from time to time.

	Per Year	Per Month
May 1, 1989 to April 30, 1990	\$31,200.00	\$2,600.00
May 1, 1990 to April 30, 1991	\$33,600.00	\$2,800.00
May 1, 1991 to April 30, 1992	\$36,000.00	\$3,000.00
May 1, 1992 to April 30, 1993	\$38,400.00	\$3,200.00
May 1, 1993 to April 30, 1994	\$40,800.00	\$3,400.00

Payable as above in consecutive monthly installments in advance on the first day of each and every month. In order to exercise said Renewal Option, Tenant must provide the Landlord One Hundred Twenty (120) days written advance notice prior to the expiration of the original term of the Lease.

6. **TAX ESCALATOR:** The Tenant shall pay to the Landlord, as additional rent, the amount of any increase in the real estate taxes (including any paving or other special assessments) levied against the premises over and above the amount of such taxes

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(d) The Tenant must operate a full service restaurant offering complete menus of Lunch and Dinner seven (7) days a week. The Tenant will occupy the Premises promptly in accordance with the terms of this Lease and will continue to occupy the Premises continuously during the term of this Lease and that it will continue in said Premises the business permitted under Paragraph 2, and will continuously, at all times during the term of this Lease, maintain a full stock of merchandise on the leased Premises and shall be open for business during all such hours as are recognized as normal and customary for restaurant and bar/package goods stores of this type.

(e) Operation of the bar/package goods store shall be subject to the terms of this Lease as well as the rules and regulations of the Liquor Board of Baltimore County.

(f) The Premises are to be kept clean inside and outside at all times. Grounds are to be cleaned every day.

(g) Snow and ice are to be kept clear from the Premises including sidewalks surrounding the premises at all times by the Tenant.

(h) The Tenant is to keep the steps around the building in good condition at all times.

11. **WATER BILL:** The parties recognize that there is only one meter for the billing of water use attributable to both the Motel Continental and the Premises. The parties agree to each pay fifty percent (50%) of the water bill which is billed for the use of 8729 - 8731 Pulaski Highway upon demand.

12. **WATER PUMP:** Within fifteen (15) days from the execution of this Lease, the Tenant shall supply and install, at its cost, a Water Pump of sufficient size and quality in the sole discretion of the Landlord for the Premises.

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levied for the fiscal tax year ending June 30, 1933, such payment to be made within thirty (30) days of receipt by the Tenant of a statement from the Landlord showing the amount of such increase, with appropriate supporting data. Proration of said payments by Tenant shall be made when necessary for the first or last year of this lease term.

7. **USE FEES; UTILITIES:** Tenant shall pay for all licenses, fees and charges arising out of his use of the Premises and all charges for minor privileges occasioned by the occupancy of the Tenant; the Tenant covenants to pay for all gas, electric current, heating fuel, water, sewer service and any other utilities used in or on the Premises during the lease term.

8. **USE: COMPLIANCE WITH REQUIREMENTS OF LAW AND INSURANCE:**

Tenant agrees to use the Premises in a clean, orderly, safe, sanitary and careful manner, and Tenant, at its sole cost and expense, shall comply promptly with all statutes, laws, ordinances, orders, regulations, notices and requirements of the Federal, State and local governments and any and all of their Departments and Bureaus (including but not limited to the Health Department, Liquor Board, Fire Department or any Housing Authority) and of the Board of Fire Underwriters served on Tenant or Landlord in relation to Tenant's use of the Premises for the correction, prevention and abatement of nuisances or violations and for the prevention of fires; the Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the Premises beyond the rate presently being paid for such fire or other insurance by the Landlord. Should any act of the Tenant so increase said rate, then, in addition to the rentals hereinabove provided for, the Tenant shall be liable for

13. **GUARANTORS' FINANCIAL STATEMENT:** The parties recognize that the Landlord has entered into this Lease with the Tenant, a Maryland Corporation since the principals of said corporation, namely Raymond Fuller, Louis Theodore and Beverly Theodore, his wife, have agreed to execute a Guaranty of the Tenant's obligations of this Lease contemporaneously with the execution of this Lease. The Tenant recognizes that the Landlord has relied upon the Financial Statements of said Guarantors which are attached to this Lease and labeled Exhibit A and B in connection with the Landlord's decision to lease to the Tenant. The Tenant warrants that said Financial Statements are true and accurate.

14. **LIQUOR LICENSE:** The Tenant shall continue to utilize a Class D, Beer, Wine and Liquor License issued by the Liquor Board of Baltimore County during the term of this Lease as long as permitted to do so by the Liquor Board of Baltimore County. The Tenant shall not be permitted to move the Liquor License from the Premises at any time without the express written permission of the Landlord.

15. **ALTERATIONS:** Tenant further covenants that he will at no time or times, make any alterations or changes of any kind to the Premises, without first securing the written consent of the Landlord, after submission of the plans therefor, and any such alterations or changes as shall be permitted in writing shall be made at Tenant's expense, and will, at the expiration of the term, or sooner termination thereof, become the property of the Landlord; or, at the Landlord's option, the Premises shall be restored to their former condition at the expense of the Tenant. The Tenant will, in making any such repairs, fully comply with all national and state laws, city codes and ordinances and regulations of public authority, as well as the requirements of the Association of Fire Underwriters, or similar governing insurance body, all at Tenant's expense. Tenant covenants that

- 7 -

no liens shall attach to the Premises by virtue of any alterations or changes made by Tenant, and that if any such lien is filed Tenant will cause the same to be removed within thirty (30) days.

16. SUBLETTING OR ASSIGNMENT: Tenant shall not assign this Lease in whole or in part, nor sublet all or part of the Premises without the prior written consent of the Landlord first obtained which consent shall not be unreasonably withheld by Landlord. Any lawful levy or sale on execution or other legal process and also any assignment or sale in bankruptcy or insolvency or under any compulsory procedure, or the appointment of a Receiver by a State or Federal Court, shall be classed as an assignment within the meaning of this Lease. Any subletting or assignment without the written consent of the Landlord first obtained, shall, at the option of the Landlord, be deemed a default under this Lease.

17. SIGNS: The Tenant covenants that he will not place or permit any signs, lights, awnings, or poles in or about the Premises without the written permission of the Landlord, and, in the event that said permission is given, the Tenant agrees to pay any minor privilege or other tax therefor. Tenant further covenants that he will not paint or make any change in or on the outside of the Premises without the permission of the Landlord in writing. Tenant agrees that he will do nothing on the outside of the Premises to change the architecture, paint or appearance of the Premises without the permission of the Landlord in writing.

18. LANDLORD'S WARRANTIES: The Tenant does hereby acknowledge and affirm that the Landlord has made no warranties or representations to Tenant with regard to the applicable zoning, housing or other use restrictions, regulations, rules, statutes, or laws and Tenant does hereby specifically acknowledge that Landlord has made no warranties or representations that the

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written notice to that effect.

26. DEFAULT: Tenant covenants that if any one or more of the rents hereby stipulated to be paid shall at any time during the Lease be more than five (5) days in arrears, or if Tenant shall default in performing or otherwise breach any of the covenants, conditions and agreements herein contained, then the tenancy hereunder shall at once and without notice of any kind, terminate and the said Landlord shall become and be entitled to immediate possession of the Premises, provided Landlord shall so elect but not otherwise. Landlord shall thereupon immediately have full right of re-entry upon the Premises, by force or otherwise, if permitted by the applicable law now or then in force, or otherwise, and without formal notice or demand, and without liability of any kind; also to re-let the Premises as the agent of Tenant for any unexpired balance of the lease term and collect the rent therefor. In the event of such re-letting by Landlord, as agent of Tenant, the re-letting shall be on such terms, conditions and rental as the Landlord may deem proper, and the proceeds that may be collected from the same, less the expense of re-letting, including reasonable leasing fees and commissions and reasonable costs of renovating the Premises shall be applied upon the rental to be paid by Tenant, and Tenant shall be liable for any balance that may be due under this Lease. Such re-letting shall not operate as a termination of this Lease, nor as a waiver or postponement of any right of Landlord against Tenant. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. To the extent permitted by law, Tenant hereby expressly waives any and all rights of redemption, granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause or in the event of Landlord obtaining possession of

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Premises may be used for a restaurant, coffee shop and/or bar/package goods store.

19. TENANT'S FAILURE TO REPAIR: In the event that Tenant fails, after five (5) days written notice from Landlord, to keep the Premises in a good state of condition and repair or commence and continuously make required repairs and replacements or to do any act or make any payment required under this Lease or otherwise fail to comply herewith, Landlord may, at its option (but without being obliged to do so), enter upon the Premises at all reasonable hours to make such repairs and replacements or do any act or make any payment or compliance which Tenant has failed to do, and upon demand, Tenant shall reimburse Landlord for any such expense incurred by Landlord. Any monies expended by Landlord, as aforesaid, shall be deemed additional rent, collectible as such by Landlord. All rights given to Landlord in this section shall be in addition to any other right or remedy of Landlord herein contained.

20. INSPECTION OF PREMISES: Tenant will permit Landlord, its agents, contractors and/or employees to enter upon the Premises and all parts during reasonable business hours to inspect the same and to enforce or carry out any provision of this Lease.

21. TRADE FIXTURES: Tenant shall have the right to remove any trade fixtures installed by Tenant provided Tenant shall not be in default of any term, covenant or condition of this Lease at the time of such removal and further provided that Tenant shall be responsible for the repair of any damages caused by the removal thereof.

22. INDEMNITY; LIABILITY INSURANCE: Tenant covenants and agrees that it shall absolutely and irrevocably indemnify and hold harmless Landlord from and against any and all losses, liability,

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the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

27. SECURITY DEPOSIT: Landlord hereby acknowledges receipt from Tenant of the sum of ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) to be held by the Landlord as collateral security for the payment of any rentals or any or all other sums of money for which Tenant shall or may become liable to Landlord under this Lease, and for the faithful performance by Tenant of all other covenants and agreements on its part to be performed under this Lease, or any renewal thereof, if this Lease is renewed. In the meantime, Landlord shall be entitled to retain such security deposit without obligation to pay interest thereon and may comele such deposit with its own funds. Said security deposit (if not sooner applied by Landlord in accordance with the foregoing provisions) shall be returned by the Landlord to the Tenant when the Premises are surrendered at the termination of this Lease, and accepted by the Landlord, if this Lease is not renewed.

28. NO WAIVERS: The failure of the Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, or such covenant or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rent with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

29. BANKRUPTCY, RECEIVERSHIP, ETC.: In the event of the appointment of a receiver or trustee for the Tenant or either of the Guarantors in any legal proceedings instituted by or against it or either of them under Bankruptcy Act or similar acts, if the appointment of such receiver or such trustee is not

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obligations, liens, encumbrances, damages, causes of action, suits, claims, judgments, costs and expenses of any kind or nature whatsoever arising from injury to person, or property on the Premises or upon the adjoining sidewalks and/or alleyways, which arise from any default hereunder or any act, failure to act or negligence of Tenant, the agents, representatives or employees of Tenant, or persons permitted on the Premises by Tenant or any other reason whatsoever other than the willful acts of Landlord, his agents or employees. Without limiting the generality of the foregoing, Tenant hereby agrees to keep in full force and effect a policy of public liability and property damage insurance, naming Landlord as an insured, with respect to the Premises and the business of Tenant, in, or, within, from or connected with the Premises pursuant to which the limits of public liability shall be Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence, and in which the limit of liability for damage to property shall be Two Hundred Fifty Thousand Dollars (\$250,000.00). The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days prior written notice. The insurance shall be carried with an insurance company approved by Landlord, and a certificate of insurance shall be delivered to Landlord at the inception of each policy and renewal thereof.

23. DESTRUCTION - FIRE OR OTHER CASUALTY: In the event the Premises are damaged by fire, storm, or unavoidable accident or other occurrences, but are not thereby rendered untenantable in whole or in part, Landlord shall promptly cause such damage to be repaired and the rent shall not be abated; that if by reason of any of the aforesaid causes, the Premises shall be rendered untenantable only in part, Landlord shall promptly cause such damage to be repaired and the rent meanwhile shall be

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vacated within thirty (30) days, or upon the adjudication in bankruptcy of the Tenant, whether upon voluntary or involuntary proceedings, then any of the said events shall be deemed to constitute a breach of this Lease and thereupon, without entry or other action by the Landlord, this Lease shall become and be terminated and such termination shall be taken, for all purposes, as having occurred at the date of the appointment of such receiver or trustee or at the date of the adjudication in bankruptcy; and notwithstanding any other provision of this Lease, the Landlord shall, upon such termination and as of such date, be entitled to recover, as liquidated damages, an amount equal to the difference between the then present fair value of the remaining rent due under this Lease for the balance of the term and the then present fair rental value of the premises for the balance of the term.

30. NOTICES: All notices, demands and other communications which may be or are required to be given hereunder or with respect hereto shall be in writing and shall be deemed given when mailed, postage prepaid, by certified mail, return receipt requested, addressed to the party being notified at the following addresses, or at such other address as a party may designate hereafter by written notice to the other parties:

TENANT: LoKibe Corporation, Inc.
8729 Pulaski Highway
Baltimore, Maryland 21237

LANDLORD: Rose Bollino
Motel Continental
8731 Pulaski Highway
Baltimore, Maryland 21237

31. CAPTIONS: All headings anywhere contained in this Lease are intended for the convenience of reference only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

32. SUCCESSORS AND ASSIGNS: The covenants, conditions,

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proportionately abated. And if the Premises are damaged by any of the aforesaid causes to such an extent as to render the same wholly untenantable, then this Lease shall thereupon become null and void and all liability of the Tenant shall terminate upon payment of all rent due and payable to the date of such happening. Notwithstanding the above, the Landlord shall not be required to expend any funds to repair the Premises in excess of insurance proceeds, if any, received as a result of such occurrences.

24. CONDEMNATION: If the Premises shall be acquired or condemned by eminent domain proceedings for any public or quasi-public use or purpose, then, in that event, the term of this Lease shall cease and terminate from the date of title vesting by reason of such proceedings or agreement. In the event of termination hereunder, Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. Tenant shall have no claim against Landlord, other than the adjustment of rent paid in advance nor shall Tenant be entitled to any portion or any amount that may be awarded as damages or paid as a result of such proceedings or as the result of any agreement by the condemning authority with the Landlord.

25. HOLD OVER: If the Tenant shall occupy the Premises after the expiration of this Lease and the rent is accepted from the Tenant, such occupancy and payment shall be construed as an extension of this Lease for the term of one (1) month only from the date of such expiration, and occupancy and payment thereafter shall operate to extend the term of this Lease for but one (1) month at a time unless other terms of such extension are endorsed in writing and signed by the parties hereto. In such event if either Landlord or Tenant desires to terminate such occupancy at the end of any month after the termination of this Lease, the party so desiring to terminate the same shall give the other party at least thirty (30) days

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and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives and, except as otherwise provided in this Lease, their assigns. All references made, and all names and pronouns used herein, shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

33. TIME OF ESSENCE: Time is of the essence of this Lease.

IN WITNESS WHEREOF, landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

WITNESS:

PETE GUERRIERO

BY: Rose Bollino
ROSE BOLLINO, AS HIS
ATTORNEY IN FACT

Rose Bollino
ROSE BOLLINO
"Landlord"

LoKibe CORPORATION, INC.

BY: Beverly Theodore, Pres.

"Tenant"

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STATE OF MARYLAND, BALTIMORE

to wit:
I HEREBY CERTIFY that on this day of June, 1984, before me, the subscriber, a Notary Public in and for the State of Maryland personally appeared PETE GUERRIERO BY ROSE BOLLINO AS HIS ATTORNEY IN FACT and ROSE BOLLINO, the above-named Landlords, who acknowledged that she executed the foregoing Lease for the purposes therein contained by signing her name.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

My Commission Expires:
July 1, 1986

STATE OF MARYLAND, BALTIMORE

to wit:
I HEREBY CERTIFY that on this 19 day of June, 1984, before me, the subscriber, a Notary Public in and for the State of Maryland personally appeared BEVERLY THEODORE, who acknowledged herself to be the President of LoKibe Corporation, Inc., a Maryland Corporation and that as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

My Commission Expires:
July 1, 1986

DESCRIPTION TO ACCOMPANY ZONING PLAT OF GUERRIERO PROPERTY

Beginning for the same at a pipe 5.4' southwest from the intersection of the southeast side of Pulaski Highway as shown on State Roads Commission of Maryland Right-of-Way Plat #1364 and the center line of Race Road, thence south 44 degrees, 55 minutes, 27 seconds west 321.59 feet, thence south 45 degrees, 04 minutes, 33 seconds east 40.00 feet, thence south 44 degrees, 55 minutes, 27 seconds west 105.00 feet to the bed of Stemmers Run, thence in the bed of Stemmers Run south 48 degrees, 12 minutes, 39 seconds 210.33 feet, south 66 degrees, 28 minutes, 33 seconds, 84.12 feet, south 20 degrees, 15 minutes, 33 seconds east 46.80 feet, south 38 degrees, 07 minutes, 27 seconds west 58.30 feet, south 74 degrees, 03 minutes, 27 seconds west 85.00 feet, south 16 degrees, 24 minutes, 33 seconds east 45.26 feet to the north-west right-of-way line of the B. & O. Railroad 138 feet wide, thence binding on said northwest right-of-way line north 47 degrees, 23 minutes, 07 seconds east 480.25 feet, thence leaving said railroad north 35 degrees, 07 minutes, 33 seconds, west 485.73 feet to the point of beginning.

Containing 4.283 acres of land, more or less.

IN RE: PETITION SPECIAL HEARING
E/S of Pulaski Highway, 415' SW of the centerline of Race Road - 15th Election District
Pete Guerriero,
Petitioner

BEFORE THE
ZONING COMMISSIONER
OF BALTIMORE COUNTY
Case No. 86-368-SPH

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Petitioner herein requests confirmation of a nonconforming use for a bar (lounge) and restaurant, as more particularly described on Petitioner's Exhibit 1.

The Petitioner, by Lokibe Corporation, Inc., the long-term Lessee, represented by its President, Beverly Theodore, appeared and testified and was represented by Counsel, Ramon Palmer, a former owner, testified on behalf of the Petitioner. There were no Protestants.

Testimony indicated that the bar and restaurant, located on Pulaski Highway near Rossville Boulevard and zoned M.L., has been in existence since at least 1960. Mr. Palmer, who purchased the business in 1978 and sold it in 1984 to the Lessee herein, testified that he has personal knowledge of the continuous existence of the subject business in the same building that has been used since he first began visiting the site in 1960.

The property was zoned B.L. in 1960 and the zoning was changed to M.L. A restaurant and tavern are permitted as of right in a B.L. Zone.

The Petitioner seeks relief from Section 104.1, pursuant to Section 500.2 of the Baltimore County Zoning Regulations (BCZR).

The uncontroverted testimony, which was amply supported, conclusively indicates that the property has been used continuously and without interruption

as a bar (lounge) and restaurant since at least 1960. After due consideration of the testimony and evidence presented, it is clear that a nonconforming use exists.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons given above, the approval prayed for should be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 28th day of March, 1986, that a nonconforming use for a bar (lounge) and restaurant be approved and, as such, the Petition for Special Hearing is hereby GRANTED from and after the date of this Order.

Zoning Commissioner of
Baltimore County

AJ/srl

cc: David A. Rodgers, Esquire
People's Counsel

PETITION FOR SPECIAL HEARING
15th Election District

LOCATION: East Side of Pulaski Highway, 415 feet Southwest of the Centerline of Race Road

DATE AND TIME: Wednesday, March 26, 1986, at 9:30 a.m.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Special Hearing for continuance of a nonconforming use as to a restaurant and bar

Being the property of Pete Guerriero, as shown on plat plan filed with the Zoning Office.

In the event that this Petition(s) is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.

BY ORDER OF
ARNOLD J. ADON
ZONING COMMISSIONER
OF BALTIMORE COUNTY

RE: PETITION FOR SPECIAL HEARING : BEFORE THE ZONING COMMISSIONER
E/S Pulaski Hwy., 415' SW of : OF BALTIMORE COUNTY
C/L of Race Rd., 15th Dist.
PETE GUERRIERO, Petitioner : Case No. 86-368-SPH

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel for Baltimore County

Peter Max Zimmerman
Peter Max Zimmerman
Deputy People's Counsel
Room 223, Court House
Towson, Maryland 21204
494-2188

I HEREBY CERTIFY that on this 3rd day of March, 1986, a copy of the foregoing Entry of Appearance was mailed to David A. Rodgers, Esquire, 209 E. Fayette St., Baltimore, MD 21202, Attorney for Petitioner; and Beverly Theodore, President, Lokibe Corporation, Inc., 8729 Pulaski Hwy., Baltimore, MD 21237, Lessee.

Peter Max Zimmerman
Peter Max Zimmerman



BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353

ARNOLD JADON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

March 13, 1986

David A. Rodgers, Esquire
209 East Fayette Street
Baltimore, Maryland 21202

RE: PETITION FOR SPECIAL HEARING
E/S Pulaski Highway, 415' SW of the c/l of Race Rd.
15th Election District
Pete Guerriero - Petitioner
Case No. 86-368-SPH

Dear Mr. Rodgers:

This is to advise you that \$48.65 is due for advertising and posting of the above property. This fee must be paid before an Order is issued.

THIS FEE MUST BE PAID AND THE ZONING SIGN AND POST RETURNED ON THE DAY OF THE HEARING OR THE ORDER SHALL NOT BE ISSUED.

Do not remove sign from property from the time it is placed by this office until the day of the hearing itself.

Please make the check payable to Baltimore County, Maryland, and remit building, Towson, Maryland

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 018559

DATE 4/1/86 ACCOUNT 41-1-15-000

SIGN RETURNED 4/1/86
NO POST INVOLVED AMOUNT \$ 48.65

RECEIVED FROM: Separate Postage

FOR: Advertising & Posting re Case #86-368-SPH

B 8105*****4551a 001af

VALIDATION OR SIGNATURE OF CARRIER

David A. Rodgers, Esquire
209 East Fayette Street
Baltimore, Maryland 21202

February 21, 1986

NOTICE OF HEARING

RE: PETITION FOR SPECIAL HEARING
E/S Pulaski Highway, 415' SW of the c/l of Race Rd.
15th Election District
Pete Guerriero - Petitioner
Case No. 86-368-SPH

TIME: 9:30 a.m.

DATE: Wednesday, March 26, 1986

PLACE: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

Zoning Commissioner
of Baltimore County

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 016145

DATE 12/6/85 ACCOUNT 01-615-000

AMOUNT \$ 100.00

RECEIVED FROM: RTR Land Services Inc.

SPH #230

FOR: 8117*****100001a 011af

VALIDATION OR SIGNATURE OF CARRIER

PETITIONER'S
EXHIBIT 2

W. Stealy - 3/6/84

NEG:JGH:slm

Enclosures

My telephone number is (301) 659-1350
 Teletypewriter for Impaired Hearing or Speech
 or Metro - 365-045; D.C. Metro - 1-800-492-5082 Statewide Toll Free
 Box 717 / 707 North Calvert St., Baltimore, Maryland 21203 - 0717

cc: James Hoswell
Eugene A. Bober
Chief, Current Planning and Development

/mb

Building Plans Review

APR 7 1972

PLAT TO ACCOMPANY
PETITION FOR SPECIAL
HEARING FOR RETENTION
OF NON CONFORMING USE
EXISTING ZONING - ML-CS-1
GUERRIERO PROPERTY
15TH ELECTION DISTRICT
BALTIMORE COUNTY, MD.

SCALE: 1" = 50'
DATE: NOVEMBER 14, 1985

Prepared by: R&R Land Services, Inc.
P.O. Box 10824
BALTO MD. 21234
PH. 592-6937

PETITIONER'S
EXHIBIT 1

DEED REFERENCE:
PETE GUERRIERO
LIBER 5988, FOLIO 281

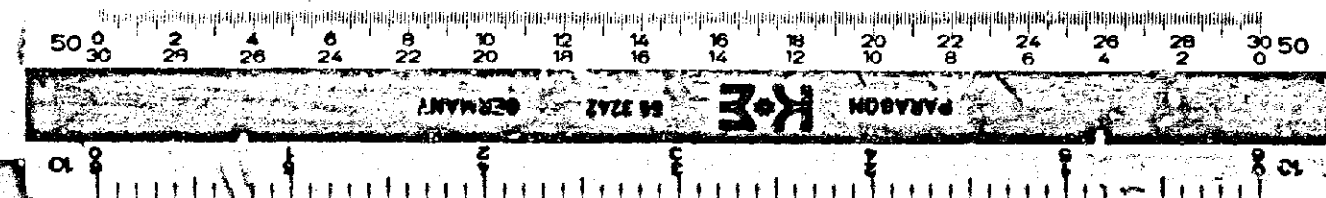
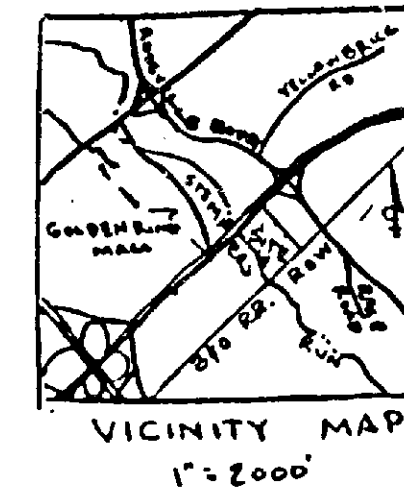
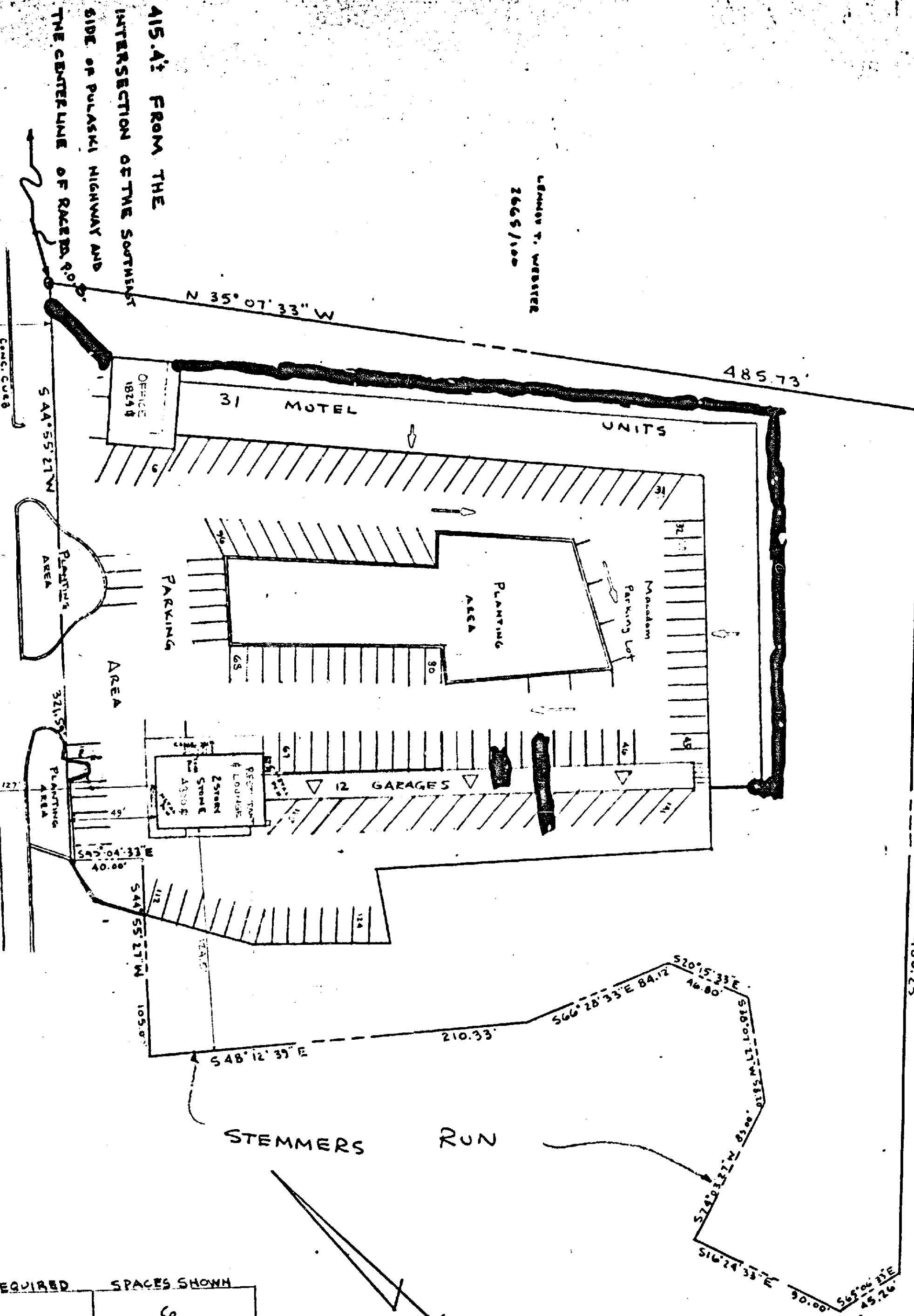
PETITIONER:
BEVERLY THEODORE
C/O LOKIBE INC.
8729 PULASKI HWY.
BALTO., MD. 21237
PH. 686-8033

EXISTING USE		PARKING DATA		REQUIREMENT		SPACES REQUIRED		SPACES SHOWN	
OFFICE	S.F.	1 SPACE/300		1 SPACE EACH		12		12	
GARAGES		1 SPACE EACH		1 SPACE EACH		31		31	
MOTEL UNITS		1 SPACE/50		1 SPACE/50		96		92	
LOUNGE/RESTAURANT	4800					145		141	
TOTAL									

230

PULASKI HIGHWAY (U.S. RTE. 40) 150' R.O.W.
STATE ROADS COMMISSION OF MARYLAND RECORD MAP #1364

24' PAVING
MEDIAN
24' PAVING
O.B.L.
1.8' L.



**Petition
For Special Hearing**
15th Election District
LOCATION: East side of Pulaski Highway, 415 feet Southwest of the Centerline of Race Road
DATE AND TIME: Wednesday, March 28, 1986 at 9:30 a.m.
PUBLIC HEARING: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland.
The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing: Petition for Special Hearing for continuance of a nonconforming use as to a restaurant and bar.
Being the property of Pete Guerriero as shown on the plat filed with the Zoning Office.
In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.
BY ORDER OF
Arnold Jablon
Zoning Commissioner
Of Baltimore County

The Times

Middle River, Md., March 6, 1986
This is to Certify, That the annexed
was inserted in The Times, a newspaper printed and published in Baltimore County, once in each of _____ successive weeks before the _____ day of _____, 1986
James E. Dyer
Publisher.

CERTIFICATE OF PUBLICATION

TOWSON, MD., March 6, 1986

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on March 6, 1986

THE JEFFERSONIAN,
J.B. Venetian
Publisher

Cost of Advertising
22.00

Case No. 86-368-SPH

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your petition has been received and accepted for filing this 19th day of February, 1986.

Arnold Jablon
Zoning Commissioner

Petitioner: Pete Guerriero
Petitioner's Attorney: David A. Rodgers, Esq.

Received by: James E. Dyer
Chairman, Zoning Plans Advisory Committee